

UNIVERSITY OF ILLINOIS
LIBRARY

Class	Book	Volume
328.7474	N48	1912 ¹⁹

Mr10-20M

DOCUMENTS

OF THE

ASSEMBLY

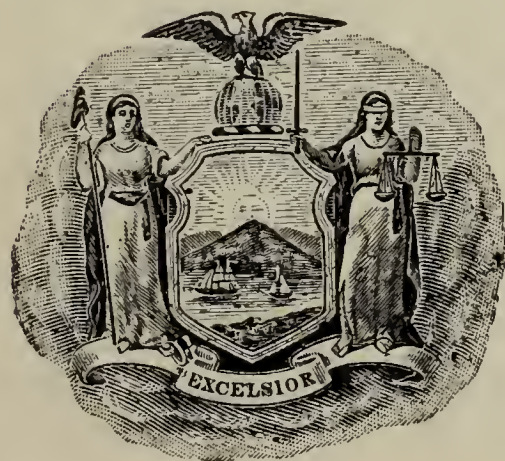
OF THE

STATE OF NEW YORK

ONE HUNDRED AND THIRTY-FIFTH SESSION

1912.

VOL. XIV.—No. 29.—PART 1.



ALBANY

THE ARGUS COMPANY, PRINTERS

1912

ANNUAL REPORT

OF THE

ATTORNEY GENERAL

OF THE

STATE OF NEW YORK

For the Year Ending December 31, 1911

THOMAS CARMODY
ATTORNEY GENERAL

VOL. I

REPORT

TRANSMITTED TO THE LEGISLATURE FEBRUARY 1, 1912

ALBANY
THE ARGUS COMPANY, PRINTERS
1912

227167

REPORT.

VOL. I.

For convenience in use, this report is published in two parts.

The first volume contains the report other than the opinions and has a separate index.

The second volume contains such opinions as are deemed to be of general public interest, except those rendered in matters before the Commissioners of the Land Office.

ATTORNEY-GENERAL'S OFFICE.

1911.

Joseph A. Kellogg (Resigned June 1, 1911)	First Deputy.
Henry Selden Bacon (Became First Deputy June 1, 1911)	Second Deputy
Frank W. Brown	Third Deputy.
James A. Parsons	Deputy.
Edward J. Mone	Deputy.
Irving D. Vann	Deputy.
August Merrill	Depnty.
Arthur W. Orvis	Deputy.
Valentine Taylor	Deputy.
Jeremiah F. Connor	Deputy.
Francis L. Ganley	Depnty.
Arnold J. Potter	Deputy.
Calvin J. Huson	Deputy.
Henry W. Killeen	Special Deputy.
Edward A. Gifford	Depnty.
Franklin Kennedy	Deputy.
Charles M. Stern	Deputy.
Wilber W. Chambers	Deputy.
Charles R. McSparren	Deputy.
Michael H. Quirk	Assistant to the Deputy.

CONSERVATION DEPARTMENT BUREAU.

John T. Norton	Deputy.
Benjamin McClung	Assistant Deputy.
Louis J. Conway	Assistant Deputy.

NEW YORK CITY BUREAU.

William A. McQuaid	Deputy.
Joseph D. Edelson	Deputy.
James J. Dwyer	Deputy.
Samuel Ecker	Deputy.
Henry Stanley Renaud	Depnty.
William Klein	Deputy.
Robert P. Beyer	Depnty.

STATE OF NEW YORK

No. 29.

IN ASSEMBLY

FEBRUARY 1, 1912.

ANNUAL REPORT OF THE ATTORNEY-GENERAL
FOR THE YEAR ENDING DECEMBER 31, 1911.

STATE OF NEW YORK,

ATTORNEY-GENERAL'S OFFICE,

ALBANY, *January* 30, 1912.

To the Legislature of the State of New York:

Pursuant to the requirements of section 66 of the Executive Law, I beg to submit herewith the annual report of the Attorney-General for the year 1911.

Respectfully,

THOMAS CARMODY,

Attorney-General.

REPORT.

ADMINISTRATIVE CHANGES, SPECIAL COUNSEL.

Certain changes have been made in the administration of this department during the past year. The first, and perhaps the most important, was the abolishing of special counsel heretofore employed in the regular legal work of the State outside the Attorney-General's office. The constant increase in the volume as well as in the importance, of the law business of the State, occasioned partially by new laws, partially by the establishment of new bureaus and departments, and also by a general increase in the business of the regular administrative departments of the State, without adequate provision being made for the employment of regular deputies, has resulted in the past in the employment of special counsel whose work was done outside of the office, without any definite arrangement as to salary. This practice resulted in great expense to the State. Those thus employed were accustomed to render bills indicating that the State was regarded as a munificent client, and also showing no inadequate conception of the value of their services. Bills thus rendered were out of all proportion to the salary limit fixed by the State for the regular employees of the Attorney-General's office. During past years the amount thus paid for special counsel has reached as high as \$279,000, in one year, or nearly four times the amount paid at the present time for the salaries of all the deputies employed in the Albany office.

Every Legislature in recent years has been asked to make and has been making appropriations to make up deficits caused by the employment of such counsel, and the last Legislature appropriated \$53,000 for the purpose of paying up these old bills to January 1, 1911. The bills already rendered and for which this appropriation was intended have exceeded the appropriation by several thousand dollars, making necessary the scaling down of the bills so that they may be all paid.

In addition to the many other bad features of this practice is that it takes from the Attorney-General the power of exercising proper supervision over the legal matters covered by those special designations and over the bills rendered for such services. There is a still further difficulty. The practice has resulted necessarily in transferring from the Attorney-General's office, where they should be kept, the papers and records in legal proceedings. The Attorney-General has no means therefore of exercising proper supervision or keeping a record of the status or progress of this litigation. The practice has resulted in protracting litigation as well as making it unduly expensive.

For the purpose of putting an end to the employment of special deputies and of getting control of all of the legal business of the State, and placing it under the supervision of the Attorney-General's office at Albany, I caused to be entered at the Albany office and to be mailed to all attorneys under special retainer and to be published on January 9, 1911, the following order:

"All assignments of special counsel made prior to January 1, 1911, to represent the Attorney-General's office are hereby revoked and such counsel are respectfully requested to turn over to the Attorney-General's office, at Albany, all papers, records, evidence and other matters pertaining to the business under their charge, so that regular deputies may be assigned at once to take the cases covered by such special designations."

Pursuant to such order all designations were immediately revoked and the cases were taken under the direction of the Albany office, except such cases as were so nearly terminated that a change in counsel would be detrimental to the interests of the State.

An exception was made in the Senate Apportionment case which had been started under the administration of my predecessor. This case was for the purpose of reviewing the present apportionment of State senators, and was in reality a partisan litigation. I therefore assigned my predecessor, the Honorable Edward R. O'Malley, to assist the Honorable Elon R. Brown who had been previously designated by him to have charge of this case for the State.

There have been some cases of special importance where attorneys had been appointed by interests or localities involved and who were rendering services without compensation from the State, whose retainers were not terminated. These cases, however, like all others, were taken under the supervision of the Attorney-General and under his direction.

The result has fully justified the course taken. All of the business of the State is now being done by regular deputies. It is all under one head. All records and papers are in the Attorney-General's office. The people of the State know just what the law business of the State is costing. It has resulted, not only in greater economy, but in more expeditious and more successful termination of the law business of the State.

SPECIAL FRANCHISE TAX CASES.

In the case of special franchise tax assessments, special attorneys had been customarily appointed by the Attorney-General to represent the different tax districts of the State, whose salaries were charged against and paid by the districts.

It is difficult to ascertain the amounts paid by the different tax districts of the State for counsel heretofore assigned in these cases. In the city of New York, according to available figures, it has exceeded \$100,000 per year. In other tax districts the amount paid has been much less, but in every instance it has imposed an unjustifiable burden upon the taxpayers. All of these districts, except rural districts, where there is practically none of this kind of business, have law departments suitably equipped for taking charge of these cases. The tax goes to the district and not to the State. The only reason justifying the designation of special attorneys by the Attorney-General is that the tax being imposed by the State Board of Tax Commissioners, and the Attorney-General being the legal adviser of that board, should exercise some sort of supervision over its assessments.

These retainers were terminated also. The legal departments of the different tax districts were written to and asked to assume control of these matters. With very little reluctance they took over the business and it has since been carried on by them, except that the Attorney-General has exercised general supervision over

the cases, for the purpose of seeing that they are speedily determined.

The Attorney-General's Office has also taken charge, without cost to the tax districts, of those cases where there are no legal departments. All of these cases, in all parts of the State, are now being handled by local legal departments, with the above exceptions, and no department is paying for outside counsel.

ABOLISHING OF SPECIAL COUNSEL IN THE DEPARTMENTS, BUREAUS, ETC.

The purpose of centralizing supervision and control of the law business of the State was extended as far as possible by the uncompromising attitude of Governor Dix, into the different departments, bureaus and commissions of the State. As a result of the changes in this respect all of the special attorneys of the State Hospitals were discharged by the Lunacy Commission during the month of July 1911, and since that time all of the business of the various State Hospitals has been performed by the regular deputies in the Attorney-General's Office.

This change was brought about as the result of co-operation between Governor Dix, the Lunacy Commission and the Attorney-General's Office. The salaries heretofore paid for these special counsel aggregated \$21,000, annually. In addition to this there were costs and disbursements, the amount of which is not available because of the vagueness of the reports of the counsel employed in some cases and the absence of any report in other cases. The change was easily made and resulted in no injury whatever to the institutions affected, except the possible inconvenience in matters of trifling importance, which matters can properly be attended to and should be attended to, not by attorneys but by the regular administrative officers of the institutions. This business being largely administrative, made up of details, is mainly office work, and while it has added materially to the routine work of this office, it has been reduced to a system and is now moving along without any difficulties to justify a return to the old cumbersome and expensive methods of transacting this business.

The supervision of the Attorney-General has been still further extended by the co-operation of other departments and manifests a tendency in the right direction. Thus far there has been no criticism in the extension and centralization of the Attorney-General's Office in this respect.

AGRICULTURAL ATTORNEYS.

Heretofore it has been the custom to appoint agricultural attorneys in the different counties of the State, to have charge of enforcing the provisions of the Agricultural Law. At the beginning of the year this plan also was changed. Parties complained against in different parts of the State were written to from the Albany office, were informed of the nature of the offense, of the minimum penalty, and given an opportunity to settle without costs. This method has two commendable features. In the first place it expedites business, saves expense to the State and gives the person accused an opportunity to be heard before being compelled to employ counsel. In many cases there is a sufficient answer to the charge. In fact in the majority of cases, when the explanation of the party accused has been received, it has been found that either the State could not or should not succeed in the prosecution. By following this plan nearly all of the cases that had any merit were settled without suit. The result has been a great decrease in the number of suits brought and a great increase in the number of settlements and in the amount of the money collected. During the year 1910 the amount collected was \$52,676. The costs of collection for attorneys' fees were about \$30,000, leaving a balance of a little over \$22,000 to the State. During the present year the amount collected was \$58,270. The cost of collection, including attorneys' fees was about \$6,000, leaving a net balance to the State of \$52,000, or a sum equal to the total amount collected last year. This does not include judgments recovered which have not yet been collected but which will increase the amount by at least one-half. During the year a judgment for \$16,000 was recovered in this department. This is the largest judgment ever recovered for a violation of the Agricultural Law in this State.

This plan has practically resulted in dispensing with litigation. Parties who have offended against the law are generally anxious to settle without expense and without notoriety. The method adopted has permitted this. It has also resulted in a more prompt enforcement of the provisions of the statute. Instead of having litigation continuing on almost indefinitely, the cases have been closed up promptly, both the State and the attorneys receiving their money without delay. One of the old difficulties was in adjusting and paying bills of attorneys. There was no adequate provision for this. Lawyers' fees could not be taken out of moneys collected. They were therefore compelled to go to the Legislature each year for an appropriation, and each year the Legislature appropriated money to pay these bills, but the bills kept on coming in and it was found that the amount appropriated was insufficient to pay them. Of the \$53,000 appropriated by the last Legislature about \$42,000 was appropriated for these bills and even this amount was insufficient, and in order to get the bills out of the way and settled at last it was necessary to scale down the bills received.

The last Legislature, at the suggestion of this department, amended the law so as to permit the payment of these attorneys out of the costs to be recovered. This will secure more prompt payment and will greatly reduce the bills presented.

In speaking of these changes in the administration of the office, especially the abolishment of special counsel, I wish in no way to reflect upon the administration of the office in the past. Not until 1910 was an adequate provision made for the employment of deputies to do the law business of the State. My predecessor, the Honorable Edward R. O'Malley, in his last annual report, approved of dispensing with special counsel, and has rendered my administration very valuable assistance in terminating retainers heretofore given and in auditing bills rendered for services performed thereunder and in giving all of the aid and information in his possession for the purpose of carrying out this change.

LOCAL CRIMINAL PROSECUTIONS.

In cases where the Attorney-General is called on by the Governor to conduct criminal prosecutions or to carry on special investigations in place of local prosecuting officers, special counsel were heretofore usually employed and paid by the State. The last Legislature so amended the law as to provide that hereafter these services should be paid by the localities affected. The matter is a purely local one and should, except under extraordinary conditions, be left entirely with local officers and tribunals. It is only where the District Attorney is disqualified or some unusual conditions exist that the intervention of the Attorney-General is justified. In such cases, the matter being entirely in the interests of the locality, the costs should be assumed by the locality as if it were carried on by regularly constituted authorities. The practice of employing special counsel in this respect has been especially obnoxious. In one case a bill was rendered to the Attorney-General by the attorney retained amounting to one hundred dollars a day for every day, including Sundays and holidays. This was at a rate amounting to more than one-half of the combined salaries of all the deputies in the Albany office.

Since the first day of January, 1911, all of these prosecutions and investigations have been placed under the control of regular deputies. Several of such investigations have been carried on, as will appear in detail in the schedule hereto annexed, with results justifying the change in the practice and in the law.

OPINIONS.

During the year there were rendered 375 opinions in regular form. This does not include such as are not of general public importance or such as are in some respects repetitions. Nor does it include opinions rendered the Commissioners of the Land Office, covering applications for grants of land under water. These are printed in the appropriate place in the annual report. This is a large increase over the previous year, made necessary by the growth of business in the old departments, the creation of new departments and by changes in the statutes.

Some subjects of unusual importance were submitted during the year for opinions, among them being the procedure in the election of United States Senator, and whether a daily vote was necessary by the Legislature. In the Troy Dam controversy, which involved the ownership of the water power developed in the construction of the Troy Dam, this office asserted the ownership of the State to this power and advised the rescission of the action of the Canal Board in 1910, which undertook to turn this power over to the Federal Government. This is the first time this question has come up in the State of New York. It is involved not only in the Troy Dam case but in the legislation by Congress affecting the ownership of the water power in the Niagara River, the Attorney-General's department maintaining in that case also that the title of the State extends to the center of the river and that the water that passes over the State's lands belongs to the State of New York and not to the Federal Government and that the power developed by that water would be under the control of the State and not under the control of the Federal Government.

An important question arose in reference to contracts heretofore made at Lockport, in which this department held that contracts made by the State with power users, which provided that the State may resume the water when needed for purposes of navigation, could not be terminated by the State except by actually resuming the waters for purposes of navigation.

Other subjects of opinions, not covered by any decisions of the courts, nor by any former decision of this office, are as follows: The construction of the law creating the position of State Fire Marshal, the law prohibiting the carrying of dangerous weapons, the various amendments to the Military Law and to the Lien Law relating to State contracts, changes in the Motor Vehicle Law, changes in the Highway Laws and in the organization of the Highway Commission, the adoption of the Canal Terminal Referendum Law, the law increasing the number of Justices of the Supreme Court in the first and second departments, the Private Banking Law, the Mortgage Tax Law, and the Stock Transfer Law, changes in the classification of the Civil Service, the burning of the State Capitol and the large amount of construction work made necessary by it, the letting of contracts on the Barge

Canal, contracts for furnishing the various institutions of the State, the law regulating the duties of the new Prison Commission and the contracts made by that Commission, the investigation of the Prison Department, the establishment of postal savings banks by the Federal Government, the increase in the duties of the Superintendent of Weights and Measures, and the subject of the contracts of the Sheriff of Onondaga County with the Village of Liverpool for the stripping of willows. This has been the subject of Executive investigation. The contract was held illegal by this department. All of these, together with innumerable other matters, resulting from change of administration, have given rise to numerous inquiries which have been the subject of oral as well as written opinions and of a great volume of correspondence.

The changes in the Election Law and the changes in the Primary Law have made special and frequent demands upon this office for written and oral opinions.

FORM OF OPINIONS.

Early in the year a change was made in the form and manner of publishing opinions. Heretofore opinions have been in letter form addressed to the person or department asking for the opinion. This was changed to a form consisting of a headnote with a subjoined statement of facts, followed by the opinion. A rule was adopted and applied where possible of requiring all requests for opinions to come from heads of departments, to be in writing and to state in substance the facts upon which an opinion is desired. This has been largely followed and has much facilitated the work of this department and has very much benefited the departments seeking the opinions.

These opinions, instead of being published in the annual report as heretofore and not getting out to the public until many months after the expiration of the year, have been published in pamphlet form quarterly. It must be borne in mind that the opinions of the Attorney-General are rendered on subjects that for the most part have not been covered by the decisions of the Courts. They frequently have no other importance than to temporarily advise the departments or parties interested. It is therefore necessary that they be gotten out as soon as possible while they have this contemporary significance.

TITLE SEARCHING DEPARTMENT.

A special effort has been made during the past year to advance the work of this department. It has to do with the titles of lands taken for Barge Canal purposes. The work has been much impeded by the accumulation of litigated cases involving the lands and properties in question. An effort was made by this department at the beginning of the year which resulted in securing the cooperation of the Court of Claims and later the Board of Claims of making as preferred cases claims growing out of the taking of lands by the State for the Barge Canal. The lands being taken forcibly from the owners, the State is under obligations to reimburse the owners as soon as possible. Much complaint has come from various sources because of delays in doing this. Impressed with the merit of these complaints, an additional title seacher has been employed, making a total of five now engaged in this work, and by means of the cooperation of the Court of Claims and the Board of Claims and this additional employment and also by reason of the special attention given to advancing the questions of titles there has been a very satisfactory increase in the number determined and passed upon. The following facts show that the work has been steadily advancing: In the year 1909, 200 titles were examined; in the year 1910, 377 were disposed of. During the present year 709 have been disposed of.

Important details in connection with the work of this department will appear in an appropriate place in the schedules hereto annexed.

IMPORTANT LITIGATION.

Many subjects of unusual interest have been litigated by this department during the past year. The matter will be found covered in detail in an appropriate part of the appendix. There are a few cases that deserve special mention, because of the questions involved.

In the case brought by the County of Albany against the State Highway Commission, this department appeared for the Highway Commission and opposed an application for a temporary injunction, upon the ground that the plaintiff did not have legal capa-

city to sue. This raised the question of the right of the County to attack the constitutionality of the Highway Law. The County claimed this right because it was compelled to pay a portion of the money for highway construction. The Appellate Division, before which court the question first came, sustained the objection of the defendants. The Court of Appeals unanimously affirmed the decision of the Appellate Division and sustained the contention of this department that the County has no legal capacity to bring an action to restrain expenditures by State officers, holding that that power rests by law exclusively in the Attorney-General.

An action was brought in the Circuit Court of the United States to test the constitutionality of a law that went into effect July 1st, 1911, which was an amendment to the Game Law of the State, prohibiting the importation into the State of plumes or carcasses of birds belonging to the same family as those native of the State of New York. This department defended the constitutionality of the Law, and the United States Circuit Court sustained its contention, holding that the act in question was a valid and proper exercise of the police powers of the State. The Court in that case went further and decided that it was not confiscation of property to prevent, after the law went into effect, the having in possession, for the purposes of sale, plumes and feathers that had been acquired before the passage of the act. The importance of this decision can be grasped at once and is the longest step taken, perhaps, by the State Legislature towards protecting the native song birds of the State of New York.

In the case of the People against the American Ice Company it was alleged that the defendant was an illegal combination in restraint of trade, operating within the City of New York. This action was commenced on the 6th day of July, 1908. An answer was filed by the defendant denying the allegations of the complaint. About the same time the defendant was indicted for the offenses alleged in the complaint and was convicted and fined \$5000. An appeal was taken by the defendant to the Appellate Division of the First Department.

This was the situation of the cases on January 1, 1911. Negotiations were entered into between the Attorney-General and the attorneys for the defendant, which resulted in the cancellation of

the franchise of the defendant, prohibiting it from doing business in the State of New York and dissolving the corporation. In other words the relief asked for by the State of New York in its complaint was obtained in full by the entry of the order. The Ice Company was dissolved, its illegal contracts were annulled and the independent dealers were restored to the condition in which they were before the contracts were made.

In the criminal case the fine of \$5,000, was paid by the defendant on December 12, 1911. This is the first fine paid by a so-called trust within the State of New York.

In the case of the Union Bank of Brooklyn against Grout, the question involved the constitutionality of the Banking Law, which purports to give to the Superintendent of Banks the right to investigate a Banking institution, for the purpose of ascertaining its financial condition. The defendant refused to appear in response to a subpoena. An application was made to punish him for contempt. Upon the hearing of that application, the defendant questioned the power of the Superintendent to examine into the affairs of a bank that had closed its doors and also questioned the constitutionality of section 855 of the Code of Civil Procedure.

The Justice at Special Term overruled the objection, holding section 855 constitutional sustaining the right of the Superintendent to conduct a compulsory investigation under the Banking Law after the bank was closed. An appeal was taken by the defendant to the Appellate Division, Second Department, where the decision of the lower court was sustained. An appeal was taken by the defendant to the Court of Appeals, which has not yet been decided.

KINSER CONSTRUCTION COMPANY v. THE STATE.

A claim was filed in the Court of Claims for the sum of \$370,525.41, for damages alleged to have accrued from change of plans by the State officials, eliminating a lock from the section which the plaintiff had contracted to construct. The Court of Claims allowed \$77,425.46, being for work actually performed, but refused to make any allowance for prospective profits on the work

eliminated. This question not only involved a large amount of money in this particular case, but upon its determinations depended the power of the canal officials to make changes along the whole route of the barge canal construction. The contention of the State in favor of such power was sustained by the Appellate Division, and the appeal is now pending in the Court of Appeals, having been argued but not decided.

ONTARIO KNITTING COMPANY V. THE STATE.

This was a claim for \$1,019,051.78 the value of property alleged to have been appropriated by the State Engineer and Surveyor for canal purposes. This property was adjacent to the canal, but was not used for canal purposes.

The case involves the question of the power of the State Engineer to appropriate lands.

The Court of Claims dismissed the claim, and the Appellate Division, by a divided court, affirmed the decision of the Court of Claims. The case is now pending in the Court of Appeals, and has not as yet been argued.

CIVIL SERVICE CASES.

During the past year a large number of proceedings were brought, seeking to review the classification of positions made by the State Civil Service Commission. They have been uniformly unsuccessful, our courts refusing to disturb the actions of the State Commission.

People ex rel. Kelly v. State Civil Service Commission.

This was an appeal by relator from an order of the Appellate Division of the Third Department that reversed an order made at Special Term, requiring the Commission to approve the transfer of the relator from the position of personal clerk to Judge Marcan, Supreme Court, Kings County, an exempt position, to the position of Court Attendant, Supreme Court, Kings County, a competitive position, and further requiring the Commission to issue their certificate approving the transfer. Kelly, the relator, had tried a competitive examination for the position of court attendant and had only obtained a position of one hundred and twenty-ninth on the eligible list thereafter established. The appeal was argued in

January, 1911, in the Court of Appeals and that Court unanimously affirmed the order appealed from.

People ex rel. Merritt v. State Civil Service Commission.

This was a mandamus proceeding which sought to require the Commission to revoke a resolution transferring the position of stock transfer tax examiner from the competitive to the exempt class. The court, at Special Term, granted the application of relator and a peremptory writ of mandamus was issued. On an appeal to the Appellate Division of the Third Department this order was wholly reversed, the court refusing to disturb the action of the Commission. An appeal has been taken by the relator to the Court of Appeals and his appeal will be argued in 1912 at the January term of that Court.

People ex rel. Weeks v. State Civil Service Commission.

This is a proceeding by mandamus in which it was sought to require the Commission to revoke its resolution classifying the position of transfer tax examiner in the exempt class. A writ to this effect was granted at Special Term of the Supreme Court held in Albany County. An appeal on behalf of the Commission was taken by me to the Appellate Division, Third Department, and that court reversed the order of the Special Term granting the writ, and refused to disturb the action of the Commission. An appeal has been taken by relator to the Court of Appeals but such appeal has not yet been heard by that court.

People ex rel. Farley v. State Civil Service Commission.

This is a proceeding by mandamus which sought to require the Commission to change the classification of the position of Special Agent in the New York State Department of Excise from the competitive to the exempt class. Judge J. A. Kellogg, before whom the application was argued, refused to issue such a writ, upholding the action of the Commission. The State Commissioner of Excise took an appeal from such order to the Appellate Division of the Third Department, where it was unanimously affirmed. He is now taking an appeal to the Court of Appeals, which has not yet been argued.

People ex rel. John H. Campbell v. State Civil Service Commission.

This was a proceeding by mandamus seeking to require the Commission to revoke their classification of the position of assistant

superintendent in the office of Commissioner of Records of the County of Kings in the exempt class. Judge Chester, at Special Term, Albany County, denied the application and refused to issue such a writ. An appeal was taken by the relator from this order to the Appellate Division of the Third Department, which has not yet been heard.

People ex rel. Richard S. Steves v. State Civil Service Commission.

This was a proceeding by mandamus which sought to require the Commission to revoke their classification of the position of Chief Clerk in the Office of the Commissioner of Records of Kings County, in the exempt class. As in the Campbell case, Judge Chester, at Special Term of the Supreme Court, denied the application and the relator has taken an appeal to the Appellate Division, Third Department, which has not yet been heard by that court.

People ex rel. Jacob Simons v. State Civil Service Commission; Municipal Civil Service Commission of the City of New York and Mayor of New York.

This was a proceeding by mandamus, which sought to require the Municipal Civil Service Commission of the City of New York, the Mayor of the City of New York and the State Civil Service Commission, to classify the position of probation officer in the Court of Special Sessions of the City of New York, in the exempt class. The application was made at a Special Term of the Supreme Court in Brooklyn and the court directed that such a writ issue. An appeal was taken by me on behalf of the State Civil Service Commission, as well as by the Corporation Counsel of the City of New York on behalf of the Municipal Civil Service Commission and the Mayor. The Appellate Division of the Second Department unanimously affirmed the lower court's decision. An appeal was taken to the Court of Appeals. While this report was in preparation the Court of Appeals unanimously reversed the holdings of the lower courts.

SUITS AGAINST THE SURFACE LINES IN THE CITY
OF NEW YORK, THE BOROUGH OF MAN-
HATTAN, TO FORFEIT THEIR
ABANDONED FRANCHISES.

The People v. The Broadway & Seventh Avenue Railroad Company, Metropolitan Street Railway Company, Adrian H. Joline, and Douglas Robinson, as Receivers of the Metropolitan Street Railway Company, Guaranty Trust Company of New York and the City of New York.

Action begun on January 5th, 1911, for the forfeiture of certain portion of the franchise route of the Broadway & Seventh Avenue Railway Company, upon various grounds; particularly upon the ground that certain horse car trackage was a nuisance and menace in the public streets of the City of New York. After answers had been served by the various defendants it was finally settled, the defendants surrendering their franchise, the forfeiture of which was asked in the complaint. Franchises were forfeited and annulled on the following streets:

Park Place, from West Broadway to Broadway; Thompson street, from Canal street to Fourth street; Wooster street, from Clinton place to Canal street; Greene street, from Canal street to Clinton place; McDougal street from Amity (now West Third) street to Clinton place; West Third street, from Wooster street to 130 feet west; Church street, from Barclay street to Canal street; Varick street, from Canal street to West Broadway; Barclay street, from Church street to Broadway; West Broadway, from Barclay street to Canal street; Canal street, from Wooster street to Varick street; Duane street, between West Broadway and Broadway; Sullivan street, between Canal street and Third street; West Third street, between Sullivan street and McDougal street; Clinton place, from Wooster street to Greene street; Fourth street, from McDougal street to Thompson street; Broome street, from Thompson street to Grosby street.

Judgment was entered September 9, 1911.

The People v. Metropolitan Street Railway Company, Adrian H. Joline and Douglas Robinson, as Receivers of the Metropolitan Street Railway Company, et al.

This action was begun to forfeit franchises owned directly by the Metropolitan Street Railway Company for abandonment and non-use particularly of horse car trackage encumbering the streets of New York. The receivers have agreed to settle this action, as well as the other defendants, with the exception of the New York Trust Company. The New York Trust Company is trustee for certain bonds. These bonds have as their security certain of the franchises involved in the suit and formerly owned by the Metropolitan Crosstown Railroad Company, a road which was merged with the Metropolitan Street Railway Company. However, the franchises securing these bonds have been separated from the other franchises of which forfeitures are sought and the original action severed in two causes of action so that the suit may be settled with the exception of the franchises involved by the mortgage of the New York Trust Company. The reason that the New York Trust Company has refused to agree to the settlement agreed upon by Attorney-General's Office and the Corporation Counsel's office of New York, is that the reorganization committee of the Metropolitan Street Railway Company has declined to give them as much for their bonds as they think they are entitled to. However, inasmuch as the Metropolitan Street Railway Company will soon be reorganized, it is extremely probable that the New York Trust Company will join in the settlement, and therefore, judgment will be entered in this suit without trial. The settlement agreed upon consents to judgment, not only for all the franchises of which forfeiture is claimed in the complaint, but many others.

The People v. Bleecker Street and Fulton Ferry Railroad Company.

Action to forfeit the secondary franchises of the Bleecker Street & Fulton Ferry Railroad Company for abandonment and non-use particularly of horse car trackage in the streets of the City of New York, borough of Manhattan. This action was begun in Attorney-General O'Malley's administration, 1909. All the defendants answered except the Bleecker Street & Fulton Ferry Railroad Company, who demurred. The demurrer was overruled at Special Term; interlocutory judgment, overruling demurrer, affirmed by Appellate Division, First Department.

Certain questions were certified by the Appellate Division to the Court of Appeals and in January, 1911, it was argued in the Court of Appeals and the Court of Appeals decided the questions in accordance with the claims of the State. The question involved was whether an action could be brought against a railroad corporation for the forfeiture of its secondary franchises under subdivision 1, section 948 of the Code of Civil Procedure. This is the first case to determine such proposition in this State. All the defendants have now answered, preparations have been made for the trial of the action, and it will probably be tried the fore part of next year.

The People v. The Dry Dock, East Broadway & Battery Railroad Company, et al.

Action brought on November 28, 1911, for forfeiture of the Dry Dock, East Broadway & Battery Railroad Company's secondary franchises on account of abandonment and non-use particularly of horse car trackage. This action will probably be settled to the satisfaction of the State and the city of New York, according to intimations received from Mr. Whitridge, receiver of the Dry Dock, East Broadway & Battery Railroad Company.

With the conclusion of the above suits, the abandoned track situation in Manhattan Borough will be substantially cleaned up. Other actions remain to be brought against certain other surface railroads in the Borough of Manhattan. These only involve a few scattered franchises of those roads,— the railroads having the most abandoned trackage are those against which suits have been brought. Actions will be brought against the other roads as soon as data being prepared by the Board of Estimate and Apportionment is forwarded to this office.

The People v. August Belmont, et al.

Action brought in December, 1911, against the Trustees of the New York & Long Island Railroad Company for forfeiture of the rights and franchises involved in the so-called Steinway tunnel. This tunnel is partially completed at the present time, from Fourth street and West avenue in Long Island City across the river to the Grand Central Station in Forty-second street, city

of New York. Action was brought at the request of the Public Service Commission, of the First District, which asked that an appropriate action be brought to forfeit whatever rights or franchises the trustees of the New York & Long Island Railroad Company had in or to said tunnel.

CERTIORARI PROCEEDINGS TO REVIEW CORPORATE FRANCHISE TAXES.

Mines Finance Company v. Sohmer, as Comptroller.

This was a certiorari proceeding brought by the relator company to review the corporate franchise tax imposed under section 182 of the Tax Law. The proceeding was heard by the Appellate Division of the Third Department at its November term and the tax unanimously confirmed.

People ex rel. Elliot-Fisher Company v. Sohmer, as Comptroller.

This was a certiorari proceeding brought by the relator company, a foreign corporation, to review the imposition of a license tax under section 181 of the Tax Law. It was heard by the Appellate Division at its November term. The State claimed that the license tax, since the amendment to section 181 by chapter 474 of the Laws of 1906, should be imposed on the par value of the company's capital stock, taking such proportion thereof as the ratio of the company to the assets employed in the State. On the other hand, the relator company claimed that such ratio of its capital stock should be valued. The court has not yet announced its decision.

People ex rel. Cornell Steamboat Company v. Sohmer, as Comptroller.

This was a certiorari proceeding to review taxes imposed on relator as a transportation company, under section 184 of the Tax Law. The relator company is a towing company the business of which is almost wholly done in New York Bay and the Hudson River. The relator claims that its business is interstate commerce and, therefore, not taxable by the State. It was heard by the Appellate Division of the Third Department at its November term, and that court has not yet announced its decision.

MORTGAGE TAX LAW.

THE PEOPLE V. THE TRUST COMPANY OF AMERICA.

Action begun in 1909 to recover two thousand dollars mortgage tax from the defendant on a mortgage given by the Union Bag & Paper Company to the defendant, as trustee, and involves the constitutionality of certain amendments to the Mortgage Tax Law. Demurrer was interposed by defendant. The demurrer overruled by Judge Chester at Special Term in December, 1910. Argued at March Term of Appellate Division, Third Department, and interlocutory judgment unanimously affirmed. Final judgment was entered on failure of defendant to answer and appeal was taken by defendant from such final judgment to the Court of Appeals. This case is now on the next calendar of the Court of Appeals for argument.

SPECIAL FRANCHISE CASES.

Special franchise litigation, involving a total assessed valuation of \$443,668,284, representing assessments in 1,160 tax districts, was disposed of by settlement during the year 1911.

During the same period 975 certiorari proceedings were instituted to review the valuations fixed by the State Board of Tax Commissioners, upon petitions alleging that the assessments were illegal, erroneous and unequal. Practical experience has shown, since the Court of Appeals' decision in the Jamaica case, 196 N. Y. 39, that a large majority of the proceedings can be settled by equalizing the assessments with the percentage that real estate generally is assessed at in the tax district where the special franchise in question is located.

In view of the above circumstances, to avoid much of this cumbersome litigation, I recommend to the Governor that the Tax Law be amended to empower the State Board of Tax Commissioners to deduct the percentages without the necessity of going to the courts for relief. A special message was sent to the legislature in July, devoted exclusively to this subject, and chapter 804 of the Laws of 1911 was enacted fully embodying my recommendation.

The effect of this amendment will be far reaching. The collection of these highly justifiable taxes should be much simplified and facilitated. The heavy routine devolving upon my office in handling the immense amount of detail involved in these settlements will disappear to the end that exclusive attention can be devoted to the trial of cases in which an amicable adjustment is impossible. At the same time it will dispose of the confusion heretofore caused by the placing of full valuations on the local assessment-rolls and later having the same reduced by direction of a court order, thus throwing out of gear the machinery which is provided to make annual budgets and taxes coincide. The old procedure was a source of continual vexation to the local authorities and put a great and unnecessary burden upon my office and the taxpayers affected.

The schedules appearing in another part of my report contain the details of special franchise litigations disposed of during 1911, and now pending. Although considerable has been done, a large task remains to be performed before these cases can be placed on the ideal basis of disposing of each year's accumulation as it arises. It is to be hoped that the amendment heretofore mentioned will so adjust matters as to afford opportunity to clear the records of all old cases. Many of the pending proceedings represent telephone assessments in which agreement has been reached to settle on the basis of equalization. In those cases the entry of final orders is progressing as rapidly as possible. The large number of steam railroad proceedings have been held up pending the recent decision of the Court of Appeals. The New York Central & Hudson River Railroad Company urged the claim that its occupancy of the public streets, highways and public places did not constitute a special franchise. My contentions were sustained, except where the railroads had a prior occupancy. (*People ex rel. N. Y. C. & H. R. R. Co. v. Woodbury*, 203 N. Y. 167.) Preliminary negotiations indicate that it will be possible during 1912 to make substantial progress in closing the railroad cases on the basis determined by the Court of Appeals in the above case.

Realizing the heavy expense that cities and towns have had to bear from the employment of special counsel in these cases, I

have permitted the regular attorneys for the various tax districts, without additional charge, but supervised by this office, to assume the burden of actual trial when settlements could not be perfected. This has meant a saving of thousands of dollars to the localities and particularly to the cities where the assessments are high enough to carry large counsel fees. The entire charge of preliminary motions has been taken by my office. Important decisions have been obtained in this manner. The form of return used in cases other than railroad crossing assessments has been upheld at Albany Special Term and no appeal taken. Collateral attack by motions to strike assessments from rolls on the ground that the same were illegal because of the method of valuation disclosed in the return, has been prevented by the Appellate Division, third department. The railroad crossing return has been upheld and an appeal is now pending in the Court of Appeals.

Future special franchise litigation will involve questions not possible of adjustment upon stipulation. By the amendment of 1911, all valuations will appear on the local rolls at an equalized amount. I do not believe that tax districts should be deprived of the benefit of special franchise taxes during long periods usually caused by protracted litigation, or that they should be without notice of these proceedings, which although to review the official acts of State officers, really affect only the localities where the special franchise is located. For this reason I deem it advisable to urge the early passage of acts which will amend the Tax Law to make payment of taxes a condition precedent to review by writ of certiorari and to require the joining of tax districts as necessary parties defendant.

ESCHEAT CASES.

MARY L. RICE ESTATE.

Final decree was entered December 17, 1909, directing the payment of \$856.66 into the State Treasury. No payment under the decree had been made when the Attorney-General came into office in January, 1911. Accordingly, contempt proceedings were immediately instituted against the administrator, and \$804.16 recovered and paid into the State Treasury.

MARY F. DOWLING ESTATE.

The decedent died without heirs at law and next of kin and leaving a will. By reason of a lapsed legacy one-half interest of the residuary estate escheated. However, the administratrix had rendered no account, and in the meanwhile her attorneys appealed in 1911 to the Legislature in order to permit her to receive the interest of the people in the estate. I successfully opposed the passage of the act and instituted proceedings to compel an accounting. Whereupon the administratrix rendered her account and there was paid into the State Treasury \$1,975.83 to the credit of the People.

EMMA COLEY ESTATE.

Decedent left no known heirs or next of kin and at the final accounting proceeding, upon motion of Attorney-General, \$419.30 was paid into the State Treasury.

NELLIE ESTELLA CUMMINGS ESTATE.

A proceeding to sell decedent's real estate to pay debts. Decedent died without heirs at law or next of kin, leaving real estate valued at \$3,000, which has escheated. Claims filed \$998.39. Successful in having claims allowed at \$559.77. Sale of premises pending, and the interest of the People from the proceeds of the sale will reach \$2,000.

CATHERINE GRIMES ESTATE.

The deceased died without heirs at law or next of kin, and left an estate of \$17,500 in personalty and \$3,000 in real estate. Through excessive allowances and disbursements the estate was dissipated so that on the final accounting proceeding only \$3,330 remained to the credit of the People. Motion was made May 15, 1911, to open the final decree of the Surrogate's Court on the ground of fraud, collusion and other sufficient cause. Motion denied and appeal taken to the Appellate Division, and argued. No decision reached.

WILLIAM A. KENNEALLY ESTATE.

Application was made by John Kennaly, of Boise City, Idaho, and Nelson H. Tunnichiffe, an attorney of New York City, upon proof of kinship for the withdrawal of \$70,000 deposited in the State Treasury upon the death of William A. Kenneally in Brooklyn, in 1868, together with \$40,000 in real estate, now in possession of the Commissioners of the Land Office. A referee was appointed in New York City to hear and report, and testimony was taken by open commission in Cleveland, Ohio, and in Boise City, Idaho, at which places our office was represented by a Deputy Attorney-General. Numerous hearings were had in New York City and proof was submitted by the petitioners and by the State. A commission was issued in behalf of the State to take the testimony of a witness in Ireland. The reference was closed and briefs submitted October 1, 1911. Subsequently, Mary Byrne, of New York City, and Edmund J. Hosey, of Texas, were given leave to intervene and submit their proof before the present referee, whose report is stayed until the intervenors conclude their proof.

PEOPLE VS. CITY OF ONEIDA, ET AL.

An action was commenced in Madison County on November 25, 1911, under section 1977 of the Code to recover possession of certain real estate situated in the city of Oneida, which escheated upon the death of Thomas J. Costello on October 6, 1906. Issue joined, and time of publication of legal notices in three newspapers expires in March, 1912. Action will be tried in March Term, Supreme Court, Madison County.

PEOPLE VS. EDWARD W. SCOVILLE, ET AL.

An action of ejectment commenced under Attorney-General O'Malley's administration to recover possession of a farm of 118 acres in Columbia County. Issue has been joined, but publication of legal notices appears to be defective. Furthermore, a mortgage of \$2,500 appears on record and no proof can be found of its discharge, though further investigation is being prosecuted in connection therewith. The buildings are dilapidated and the farm abandoned. It is assessed at \$1,300. If mortgage is not discharged or has not been paid, the People have little, if any, interest in the property.

MARY J. HUGHES ESTATE.

The decedent, an inmate of the Hudson River State Hospital at Poughkeepsie, died therein on April 10, 1910, leaving real estate valued at \$4,500. The State filed a claim against her estate for \$1,353, for care, maintenance and medical attention in the hospital. The Attorney-General petitioned Surrogate's Court, Westchester County, in October, 1911, for letters of administration, and certain objections were raised by certain next of kin. Briefs were submitted on November 1, 1911, and no decision has yet been rendered by the Surrogate.

CARL L. CHAMBERLAIN ESTATE.

Decedent died intestate in Greene County, August 8, 1911, without heirs at law or next of kin, and leaving \$15,000 in personalty and \$10,000 in realty in Brooklyn, N. Y. Letters of administration were granted to a creditor. Investigation made and pending to ascertain unknown heirs at law and next of kin before commencing an action of ejectment in behalf of the People.

CAROLINE PALMER ESTATE.

Proceeding to sell decedent's real estate for payment of debts. The decedent died without heirs at law and left a farm in Putnam County valued at \$3,000, with debts and claims of \$2,200. Objections made by Attorney-General to claims of creditors and to final distribution of proceeds. Final distribution and decision of Surrogate pending.

LOUISE B. HUGHES ESTATE.

The will of the decedent, who died without next of kin, disposed of an estate of over \$50,000 in personalty and was admitted to probate in New York County. Our office appealed to the Appellate Division, and reversed the Surrogate's Court, and a jury trial was ordered in the Supreme Court, the Court allowing the Attorney-General costs in both courts, amounting to \$116. Case set down for trial January 15, 1912, Supreme Court, New York County.

FREDERICK S. COPLEY ESTATE.

Proceeding in Richmond County under § 2747 of the Code to withdraw moneys from the State Treasury upon proof of kinship. Petition granted and \$100 costs awarded Attorney-General.

MARY S. ROBINSON ESTATE.

Proceeding in Westchester County to construe a charitable trust contained in a will. \$70 allowance made to Attorney-General.

SUSAN NEIMYER ESTATE.

The proceedings in New York County under § 2747 of the Code to determine proper claimants to funds deposited in State Treasury to the credit of the estate of above decedent. Proper proof made and the funds accordingly distributed. Seventy dollars allowed the Attorney-General.

THOMAS J. COSTELLO ESTATE.

A final accounting proceeding, and by reason of failure of next of kin, \$108.62 was recovered upon motion of the Attorney-General and paid into the State Treasury.

ESCHEAT BILLS.

Numerous bills were introduced in the Legislature of 1911, seeking to obtain possession and title to real estate and other property that had properly escheated to the People, and which relief the Surrogate's Court had uniformly declined to grant in each instance. I appeared before the legislative committees, interposed objections, and the bills failed to pass.

PROCEEDINGS IN SURROGATES' COURTS.

The proceedings in Surrogates' Courts throughout the State in which the people were interested were in direct charge of the Albany office. The various petitions and citations were directed to our office, and then, after proper examination and consideration, were either given attention here or were forwarded to the New York office or the Buffalo office, with proper instructions and directions for attention there.

During the year 1911, 237 citations in proceedings in Surrogates' Courts were served upon the Attorney-General's office. In each instance a special investigation was made by our office to determine what interest, if any, the people had in the proceeding, and a report thereon was made and filed in our office. These investigations are a new departure for the Attorney-General's office, and have resulted in numerous instances in the recovery for the people, of valuable property that has escheated to them, and in other instances in conserving estates for the unknown next of kin for whom the State acts as trustee, under section 2747 of the Code.

CODE AMENDMENTS.

At the beginning of the year of the present administration, it was observed that certain amendments to the Code of Civil Procedure were necessary in order to adequately protect the interest of the people in the various proceedings in Surrogates' Courts in which the Attorney-General was cited to appear, where no heirs-at-law or next of kin survived the decedent. Attorney-General O'Malley and former attorneys general had recommended to the Legislature these amendments, but no action was ever taken thereon by the Legislature. Accordingly, I drafted amendments to Code sections 2616, 2663, 2722, 2725, 2728, 2754 and 2757 and obtained their adoption and enactment into law by the Legislature of 1911. The direct effect of these amendments has been to increase the work of our office in Surrogate's proceedings and at the same time affording ample opportunity to conserve the estates of decedents for the people or for the unknown next of kin.

QUO WARRANTO PROCEEDINGS.

A number of quo warranto proceedings have been commenced in the name of the Attorney-General under orders granted upon applications to test the title to public office. While the Attorney-General appears as attorney of record for the petitioner, the proceedings are usually conducted by an attorney selected by the petitioner, who gives a bond to protect the State from costs, the prosecution being entirely at the expense of the petitioner.

The most important of these cases during the year was the one which was brought to test the constitutionality of the law passed by the last Legislature, constituting the State Board of Claims in place of the Court of Claims heretofore existing. The Court at Special Term held the law constitutional. This decision was affirmed by the Appellate Division. An appeal has been taken to the Court of Appeals, which has not yet been decided.

SENATE APPORTIONMENT CASE.

A proceeding was brought under my predecessor to test the constitutionality and validity of the present Senate apportionment. The application was denied at Special Term. This decision was affirmed by the Appellate Division and by the Court of Appeals.

PROCEEDINGS TO ANNUL CHARTERS OF CORPORATIONS.

Numerous applications have been made during the year requesting the Attorney-General to bring proceedings to dissolve the charters of corporations on the various grounds mentioned in the statute. Hearings have usually been granted upon these petitions, and where the petition is found to be without merit, it has been dismissed. A great many of the applications were thus disposed of.

In the case of the Genesee River Company, a proceeding was brought by the Attorney-General to have the charter of the corporation annulled upon the ground that it had lapsed. The question involved was one of great local importance in and about the city of Rochester and along the Genesee river. The court granted the application and canceled the charter, there being no defense interposed.

Many other cases of importance were commenced or disposed of during the year. A complete summary of them will appear in its proper place.

NEW YORK BUREAU.

There has been a great increase during the year in the business done by the New York bureau. To the duties heretofore assigned to that bureau there was added on February 6, 1911, the

general supervision over special franchise tax litigation affecting Greater New York, and on July 1, 1911, the legal business of four State hospitals, namely, Manhattan, Kings Park, Central Islip and Long Island, were transferred to that bureau. Besides the increase of business from these two sources the regular work of the bureau has increased to a marked degree in nearly every department of the work, as will appear by the summary in its report.

CHANGES IN SALARIES.

Upon the application of the Attorney-General, the Legislature of 1911 appropriated a lump sum of \$70,000 to pay all salaries of the Albany department and \$30,000 to pay the salaries of the New York bureau. This is an increase in the New York bureau of \$5,000 and a decrease in the Albany bureau of \$9,500. The request was made so that the office may be properly graded, according to the different lines of legal business and their importance and volume and also according to the efficiency and experience of the deputies employed.

Prior to this amendment, the law fixed the salaries of all deputies. During the year 1910 an appropriation of \$40,000 was made for ten deputies at \$4,000 each. Believing that a practical and efficient administration of the office required an adjustment of salaries commensurate with the responsibility and volume and importance of the work assigned to the various deputies, I asked the Legislature for the appropriation as given. A readjustment of salaries will be made on January 1, 1912, according to the idea above outlined.

I desire to acknowledge the efficiency and faithfulness of the various deputies, stenographers, clerks and other employees in the office during the past year. A general expression of my grateful appreciation of their work would fall far short of their deserts. There has been done during the year, upon a salary list of \$59,000, all the work of the Albany department heretofore done by regular deputies at a cost of \$79,500; and substantially all of the work heretofore done by special counsel, at a cost averaging more than \$100,000 a year; the work of special counsel for the hospitals at a salary list of \$21,000; and the increased work of the various departments and of the main office.

In addition to this, an unusual number of opinions have been written, as is set forth above. Extraordinary demands have been made upon the various deputies for counsel to the different departments and in the preparation, management and disposition of the constantly increasing litigation which the office has had to attend to during the past year. All this has been done without appointing the full quota of deputies permitted by law, and on an annual salary list of \$59,000, or \$11,000 below the present appropriation.

Praise is also due the deputies in the New York office for the manner in which the increased volume of business in that bureau has been managed.

I desire herein to express my great obligations to my predecessor, the Honorable Edward R. O'Malley, for the very generous assistance given to me upon taking charge of the Attorney-General's office, and through the year for the good counsel, advice and assistance which he at all times has rendered when requested.

All of which is respectfully submitted.

THOMAS CARMODY,
Attorney-General.

SUMMARY OF THE BUSINESS FOR THE YEAR 1911.

Money recovered for the State during the year (exclusive of agricultural violations).....	\$74,287.41
Money recovered for the State in enforcement of the provisions of the Agricultural Law.....	58,270.38
Written opinions furnished during the year (ex- cluding communications formal and informal and opinions to the Commissioners of the Land Office)	375
Written opinions to the Commissioners of the Land Office	36
Abstracts of title for Barge canal examined.....	709
Abstracts of title for Barge canal approved.....	407
Number of violations of Agricultural and Pure Food Law referred to this office by the Agri- cultural Department	1,896

Number of proceedings instituted to review the determination of the State Board of Tax Commissioners	975
Applications to Land Board	160
Mortgage foreclosure suits to which the State was a party	436
Partition actions to which the State was a party . .	48
Proceedings in Surrogates' Courts to which the State was a party	237
Certificates of incorporation examined	137
Quo warranto proceedings and other similar actions begun	6
Applications for leave to commence actions presented to the Attorney-General	27
Hearings had upon such applications	24
Number of claims disposed of in the Court of Claims	498
Amount claimed	\$2,146,234.63
Number of claims dismissed with no award	345
Amount of dismissed claims	\$774,628.81
Number of cases argued in Court of Appeals	20
Number of cases argued in the Appellate Division	39
Voluntary dissolutions of corporations	74
Sequestration actions	17
Bonds approved by the office	658
Bonds disapproved	119
Applications in behalf of Superintendent of Insurance to conduct business	9
Actions against State officials	41
Applications to amend certificates or for change of name	33
Miscellaneous actions	103

Hospital Work.

Cases commenced for appointment of committee . .	220
Cases referred to this office relating to matters in Surrogates' Courts	152
Cases other than committee proceedings and surrogates' matters	208

Cases in which committees have been appointed...	171
Cases pending uncompleted for appointment of committees	34
Cases discontinued for the appointment of committees	15
Maintenance accounts collected.....	\$11,772.13
Costs and disbursements collected.....	2,043.83

COURT OF CLAIMS DEPARTMENT.

There were seven terms of the Court of Claims and two of the Board of Claims held during the year at Albany, Utica, Syracuse, Rochester, Buffalo and New York, the sessions continuing from two to six weeks each.

Four hundred and ninety-eight claims were tried and disposed of during the year, amounting in the aggregate to \$2,146,234.63.

One hundred and thirty-six Barge Canal claims were tried, the amount claimed being \$1,308,845.82.

Seventeen canal claims were tried, amounting to \$62,760.

Three hundred and forty-five claims were dismissed, amounting to \$774,628.81.

Owing to the enactment of chapter 856 of the Laws of 1911, which abolished the Court of Claims and created the Board of Claims, more or less confusion existed and many lawyers objected to trying their claims before either the Court or Board until the constitutionality of the act was passed upon by the courts. Therefore, there were not as many claims disposed of as would have been had this situation not arisen. This department was ready to try all claims, but deferred to the wishes of counsel for claimants, who requested that their claims be held.

Outline of cases pending on appeal in the Court of Appeals and in the Appellate Division from the Court of Claims, with a list of the judgments received during the year. Also the number of claims received with the amount claimed, and the number of claims tried and disposed of with the amounts.

570 claims were filed, amount claimed.....	\$16,314,162	40
410 of these were Barge Canal claims, amount claimed	14,502,275	09
498 claims were tried and disposed of, amount claimed	2,146,234	63
153 claims were tried, amount claimed.....	1,371,605	82
136 of the claims tried were Barge Canal, amount claimed	1,308,845	82
345 claims were dismissed, amount claimed...	774,628	81
249 judgments were received during the year 1911:		
Amount claimed	1,903,196	02
Amount awarded	493,297	07
209 of these were Barge Canal judgments:		
Amount claimed	1,783,700	07
Amount awarded	486,239	11
36 were canal judgments:		
Amount claimed	114,399	15
Amount awarded	6,802	99
4 were other than canal judgments:		
Amount claimed	5,096	80
Amount awarded	254	97

COURT OF CLAIMS DEPARTMENT—IN THE COURT OF APPEALS.

ALONZO BURKS, CLARA G. BURKS, ALONZO BURKS, ROSALIA INDA,
VERONICA OLSZEWSKA, APPELLANTS, *vs.* THE STATE OF NEW
YORK, RESPONDENT.

The above claims were filed for personal injuries received while riding on an inclined railway at the Niagara State Reservation at Niagara Falls, caused by the breaking of a cable and safety device on July 6, 1907. The claims were all tried at Buffalo in June, 1909, and judgments rendered by the Court of Claims against the State in each of the claims. From these judgments both the State and the claimants appealed to the Appellate Division, where the judgment of the Court of Claims was affirmed.

The State appealed to the Court of Appeals. The appeals in the above cases have been withdrawn.

FULTON LIGHT, HEAT AND POWER COMPANY AND MILTON J. WARNER, APPELLANTS, *vs.* THE STATE OF NEW YORK, RESPONDENT.

The above claim was filed for the sum of \$3,428,028.16 for the permanent appropriation of land, riparian rights and other damages in the city of Fulton, for the use of the Barge Canal, under chapter 147, Laws of 1903. The claim was tried at a term of the Court of Claims in Albany on June 22, 1908. On November 15, 1909, a judgment was entered in favor of the claimants for the sum of \$356,019.13. From this judgment both the State and the claimants appealed to the Appellate Division, where the judgment of the Court of Claims was affirmed. An appeal was taken to the Court of Appeals by both the claimants and the State. The Court of Appeals affirmed the judgment, and denied a motion for re-argument.

JOSEPHINE A. WARNER, APPELLANT, *vs.* THE STATE OF NEW YORK, RESPONDENT.

This claim was filed for the sum of \$2,500 for damages for the construction of a grade in front of claimant's premises at Verona Beach in connection with a bridge across Fish creek, thereby, as is claimed, rendering her premises to a large degree inaccessible and less valuable.

This claim was tried at the city of Utica, March 20, 1908, and judgment rendered in favor of the claimant in the sum of \$400 on account of the change in grade in a public highway. From said judgment both claimant and the State appealed to the Appellate Division. Claimant appealed on the ground of the insufficiency of the award, and the State on the ground that it was not liable for the damages sustained by claimant. The claimant has appealed from the order of the Appellate Division to the Court of Appeals. The papers on appeal have been served and the case is on the calendar of the Court of Appeals.

KINSER CONSTRUCTION COMPANY, APPELLANT, *vs.* THE STATE OF
NEW YORK, RESPONDENT.

This claim was filed for the sum of \$370,525.41 for damage and loss arising from breach by the State of Barge Canal contract No. 27, made November 23, 1906, Champlain Canal contract, section 2, for excavating canal and protecting its sides, constructing locks Nos. 7 and 8 and junction lock, necessary spillways, power plants and appertaining structures, concrete arch bridge, structures, etc., between station 1046-16, the south end of contract 25 at Dunham's basin road and the Hudson river at Fort Edward, station 1245, including alterations Nos. 1, 2, 3, 4, and 5, made thereunder, and for damage suffered on account of stoppage of work under said contract from December 24, 1908, to January 1, 1909. The claim was tried at a session of the Court of Claims held at Albany, April 21, 1910, and a judgment rendered November 9, 1910, for \$77,425.46. From this judgment the claimant appealed to the Appellate Division, where the judgment of the Court of Claims was unanimously affirmed. From this affirmance the claimant has appealed to the Court of Appeals. The records on appeal have been received.

ONTARIO KNITTING COMPANY, APPELLANT, *vs.* THE STATE OF
NEW YORK, RESPONDENT.

This claim was filed March 31, 1909, for the sum of one million, nineteen thousand, fifty-one dollars and seventy-eight cents (\$1,019,051.78) for the permanent appropriation of land in the city of Oswego for Barge Canal purposes. Claim was also made for water power, steam plant and electric lighting plant. The case was tried in January, 1910, at Albany. December 21, 1910, the Court of Claims rendered a judgment dismissing the claim. The claimant appealed from this judgment to the Appellate Division. The appellate court affirmed the judgment of the Court of Claims by a divided court. From this affirmance the claimant has appealed to the Court of Appeals. The printed record has been received.

CHAMPLAIN STONE AND SAND COMPANY, APPELLANT, *vs.* THE
STATE OF NEW YORK, RESPONDENT.

This is a claim filed for \$224,412.57, for the appropriation of land at Fort Ann, Washington county, and loss of leasehold rights in the Rice stone quarry at that place, owing to the appropriation of land for Barge Canal purposes. The case was tried October 1, 1908, and the court rendered judgment for \$1,000 for the land appropriated, and dismissed the claim as to the leasehold interest. From this judgment the claimant appealed to the Appellate Division. That court unanimously affirmed the decision of the lower court. An appeal has been taken to the Court of Appeals. The appeal has not been argued.

COURT OF CLAIMS DEPARTMENT—IN APPELLATE
DIVISION.

FREDERICK S. FLOWER ET AL., APPELLANTS, *vs.* THE STATE OF
NEW YORK, RESPONDENT.

This claim was filed for the sum of \$3,478.93 for the recovery of transfer taxes erroneously paid to the State Comptroller in excess of amount due on transfer of shares of stock. The case was tried on May 12, 1909, and dismissed by the Court of Claims. Claimant appealed to the Appellate Division, where the judgment of the Court of Claims was affirmed.

DAVID L. HOUGH, APPELLANT, *vs.* THE STATE OF NEW YORK,
RESPONDENT.

This claim was filed for \$2,775 for services rendered the State of New York under a contract entered into in the city of New York for employment of claimant as one of the expert witnesses for the State in the appraisal of the Consolidated Gas Company's plant. The claim was tried October 11, 1909, at Albany, and judgment rendered by the Court of Claims for \$1,350. From this

judgment an appeal was taken by claimant to the Appellate Division, where the judgment of the Court of Claims was reversed and the case remitted for a new trial.

MARY E. BASCOM ET AL., APPELLANTS, *vs.* THE STATE OF NEW YORK, RESPONDENT.

This is a claim filed for the sum of \$1,044.55 for permanent appropriation of 15/100 acres of land in the village of Whitehall for the purposes of the Barge Canal. The claim was tried at Albany, April 17, 1908, and a judgment for \$90.67 rendered by the Court of Claims. Claimant has appealed to the Appellate Division. The appeal has not been argued.

ANN S. BAILEY AND ANOTHER, APPELLANTS, *vs.* THE STATE OF NEW YORK, RESPONDENT.

This claim was filed for the sum of \$16,527.55 for permanent appropriation of 35 56/100 acres of land in the village of Kingsbury for the purposes of the Barge Canal, with riparian rights, damage to lands, trees, etc. The case was tried at Albany, January 12, 1909, and a judgment rendered by the Court of Claims for the sum of \$3,137.46. From this judgment the claimant has appealed to the Appellate Division. The case has not been argued.

HORACE N. COWLES, APPELLANT, *vs.* THE STATE OF NEW YORK, RESPONDENT.

This claim is for the sum of \$21,528.60 damages for leakage from the canal in the city of Rochester, when claimant was laying a sewer system for the city, causing delay, extra labor, etc. The claim was tried at Rochester, October 18, 1909, and a judgment rendered by the Court of Claims for \$1,440.02. Claimant has appealed to the Appellate Division. The case has not been argued.

PATRICK B. DALEY AND ISABELLA DALEY, APPELLANTS, *vs.* THE
STATE OF NEW YORK, RESPONDENT.

This claim was filed for \$21,314.55 for permanent appropriation of 20 26/100 acres of land in Kingsbury for the Barge Canal purposes. The claim was tried in Albany, November 20, 1908, and a judgment rendered by the Court of Claims for \$3,704.51. From this judgment claimant has appealed to the Appellate Division.

LINA O'BRYAN, AS ADMINISTRATRIX OF ORIAN O'BRYAN, APPELLANT, *vs.* THE STATE OF NEW YORK, RESPONDENT.

This claim was filed for the sum of \$20,080 for damages for the death of Orian O'Bryan on May 13, 1909, caused, as is alleged, by the falling of a bridge known as Peeksport bridge over the old Chenango canal in the town of Eaton. The case was tried at Syracuse, February 10, 1910, and a judgment of dismissal rendered by the Court of Claims. From this judgment claimant appealed to the Appellate Division. The appeal was argued November 14, 1911.

NEW ENGLAND BRICK COMPANY, APPELLANT, *vs.* THE STATE OF
NEW YORK, RESPONDENT.

This claim was filed for the sum of \$3,508 for damages to brick yard, loss of brick and material, damage to house and loss of rent in the town of Half Moon, near Mechanicville, caused by the culvert which runs under the canal and through which the water of Hart brook flows, to back up and damage claimant's property. The case was tried April, 1910, and a judgment of dismissal rendered by the Court of Claims. From this judgment an appeal has been taken to the Appellate Division. The record on appeal has been served.

HENRY MULLETT, APPELLANT, *vs.* THE STATE OF NEW YORK,
RESPONDENT.

This claim was filed for the sum of \$19,095.50 for permanent appropriation of 6.520 acres of land and buildings in Pendleton for the purposes of the Barge Canal. The claim was tried at Buffalo, June 13, 1910, and a judgment of \$4,375 rendered by the Court of Claims. From this judgment claimant has appealed to the Appellate Division.

JOHN MULLETT, APPELLANT, *vs.* THE STATE OF NEW YORK,
RESPONDENT.

This claim was filed for the sum of \$6,246 for permanent appropriation of 1.540 acres of land and buildings in the town of Pendleton for Barge Canal purposes. The claim was tried at Buffalo, June 13, 1910, and a judgment for \$1,293.70 rendered by the Court of Claims. Claimant has appealed to the Appellate Division.

L. MINNIE JILLSON, APPELLANT, *vs.* THE STATE OF NEW YORK,
RESPONDENT.

This claim was filed for the sum of \$3,193.30 for permanent appropriation of $17 \frac{31}{100}$ acres of land in the town of Whitehall for Barge Canal purposes and for consequential damages arising from said appropriation. The claim was tried at Albany, October 18, 1908, and a judgment for \$1,645.46 rendered. Claimant has appealed to the Appellate Division.

FREDERICK HILFINGER ET AL., APPELLANTS, *vs.* THE STATE OF
NEW YORK, RESPONDENT.

This claim was filed for the sum of \$10,000 for permanent appropriation of $1 \frac{42}{100}$ acres of land in Fort Edward for the purposes of the Barge Canal. The claim was tried at Albany, April 18, 1910, and a judgment rendered by the Court of Claims

for the sum of \$3,073.30. Claimant has appealed to the Appellate Division.

MARY C. HUMPHREY, APPELLANT, *vs.* THE STATE OF NEW YORK,
RESPONDENT.

This claim was filed for the sum of \$22,943 for permanent appropriation of .2056 acres of land in North Tonawanda for Barge Canal purposes. The claim was tried at Albany, November 4, 1909, and a judgment of dismissal rendered. From this judgment claimant has appealed to the Appellate Division.

MARY M. WAITE ET AL., APPELLANTS, *vs.* THE STATE OF NEW
YORK, RESPONDENT.

This claim for the sum of \$8,782.55 was filed for permanent appropriation of 27 63/100 acres of land in the town of Fort Ann for the purposes of the Barge Canal. The claim was tried at Albany, November 25, 1908, and a judgment for \$3,040.82 rendered. Claimant has appealed to the Appellate Division.

HOMER SHAFFER ET AL., APPELLANTS, *vs.* THE STATE OF NEW
YORK, RESPONDENT.

This claim was filed for the sum of \$22,085.80 for permanent appropriation of 10 359/1000 acres of land, with buildings, in the city of Lockport, for Barge Canal purposes. The claim was tried at Buffalo, June 13, 1910, and a judgment for \$6,629.74 rendered. From this judgment claimant has appealed to the Appellate Division.

JANE B. JOHNSON, APPELLANT, *vs.* THE STATE OF NEW YORK,
RESPONDENT.

This claim was filed for the sum of \$2,357.55 for damages for a permanent appropriation of land in the town of Whitehall for

Barge Canal purposes. The claim was tried and a judgment rendered by the Court of Claims for the sum of \$569.65. From this judgment the claimant has appealed to the Appellate Division. The appeal has not been argued.

ALBERT E. PERKINS ET AL., APPELLANTS, *vs.* THE STATE OF
NEW YORK, RESPONDENT.

Two claims for the sum of \$800 were filed by the above claimants, for damages to real estate and crops in the town of Sullivan, Madison county, by percolation from the Erie canal. The claims were tried at Utica, March 15, 1909, and judgment of dismissal rendered by the Court of Claims. From this judgment the claimants have appealed to the Appellate Division. The appeals have not been argued.

TOWN OF WHITESTOWN, APPELLANT, *vs.* THE STATE OF NEW
YORK, RESPONDENT.

This claim was filed for the sum of \$8,745.52 for the destruction of an aqueduct bridge over Oriskany creek in the town of Whitestown, caused by the alleged negligence of the State in allowing an ice gorge to form and damage the bridge. The claim was tried at Utica, March, 1909, and a judgment of dismissal rendered. From this judgment claimant has appealed to the Appellate Division. The appeal was argued November 20, 1911.

FRANCES A. BROWN, APPELLANT, *vs.* THE STATE OF NEW YORK,
RESPONDENT.

This claim was filed for the sum of \$3,422.55 for the permanent appropriation of 9 29/100 acres of land in the town of Fort Ann, Washington county, for Barge Canal purposes, water privileges and damages to remainder of farm. The claim was tried at Albany, and judgment rendered November 15, 1909, for the

sum of \$603.85 damages, with interest in the sum of \$96.62, making the total amount of said judgment \$700.47. From this judgment claimant has appealed to the Appellate Division. The appeal has not been argued.

JOHN M. BUTLER AND ANOTHER, APPELLANTS, *vs.* THE STATE OF
NEW YORK, RESPONDENT.

This claim was filed for \$1,529.25, for the permanent appropriation of 32/100 acres of land in the town of Whitehall, Washington county, including water privileges and depreciation in value of remainder of said premises. The claim was tried at Albany and judgment rendered for the sum of \$136, with interest, amounting in all to the sum of \$159.84. From this judgment the claimant has appealed to the Appellate Division. The record on appeal has not been received.

SAVILLA F. SMITH, AS ADMINISTRATRIX OF CHRISTOPHER SMITH,
APPELLANT, *vs.* THE STATE OF NEW YORK, RESPONDENT.

This claim was filed June 21, 1910, for the sum of \$25,000 for personal injuries sustained by Christopher Smith on June 4, 1910, while about to cross the canal bridge in Watervliet at Seventh street. It is alleged that the claimant stumbled and fell off the space between the northwesterly end of the bridge and the fence nearby. The claimant died, as is alleged, from the injuries received. The case was tried at Albany, September 27, 1910, and a judgment of dismissal rendered October 11, 1911. From the judgment of dismissal claimant has appealed to the Appellate Division. The proposed case on appeal has been received.

MARY J. WHITE, AS ADMINISTRATRIX OF JOHN WATSON, APPEL-
LANT, *vs.* THE STATE OF NEW YORK, RESPONDENT.

This claim was filed for the sum of \$15,000 on September 27, 1909, for personal injuries which, as is alleged, resulted in the death of one John Watson. The accident occurred September 30,

1908, while Watson was crossing the foot bridge then in process of construction over the Oswego canal in the city of Syracuse. The claim was tried at Syracuse, December 4, 1910, and on August 16, 1911, the Court of Claims rendered a judgment of dismissal. From this judgment an appeal has been taken to the Appellate Division. The case has not been argued.

JOHN B. MILLER ET AL., APPELLANTS, *vs.* THE STATE OF NEW YORK, RESPONDENT.

This is a claim for the sum of \$25,000, filed April 28, 1909, for the permanent appropriation of 36.861 square feet of land in North Tonawanda, which was appropriated for Barge Canal purposes; claim is also made for riparian rights and the buildings on the land appropriated. The case was tried November 10, 1909, and on July 12, 1910, a judgment of dismissal was rendered by the Court of Claims. From this judgment an appeal has been taken to the Appellate Division. The proposed case has been served.

UNITED STATES RADIATOR CORPORATION, APPELLANT, *vs.* THE STATE OF NEW YORK, RESPONDENT.

This claim was filed for the sum of \$1,043.16 for a refund of stock transfer tax stamps attached to a trustee's certificate of the appellant, which stamps were attached to the certificates and cancelled under protest. The case was submitted upon an agreed statement of facts to the Court of Claims pursuant to section 1279-1281, inclusive, of the Code of Civil Procedure and pursuant to section 552 of the Executive Law, as amended by chapter 179 of the Laws of 1904. The claim was heard by the Court of Claims on the 13th day of December, 1910, and on the 9th day of January, 1911, the court rendered judgment dismissing the claimant's claim. From this judgment claimant has appealed to the Appellate Division. The case on appeal has been served.

CHARLES E. CROUSE, APPELLANT, *vs.* THE STATE OF NEW YORK,
RESPONDENT.

This claim was filed October 21, 1908, for personal injuries sustained on September 8, 1908, on the South Salina street bridge in the city of Syracuse by the sudden raising of the canal bridge, as is alleged, throwing claimant from his bicycle. The claim was filed for the sum of \$20,000. The case was tried November 22, 1910, and on August 16, 1911, the court rendered a judgment of dismissal. September 18, 1911, notice of appeal was received, and on December 14, 1911, appellant's proposed case. The case has not been argued.

LILLIAN L. CARROLL, RESPONDENT, *vs.* THE STATE OF NEW
YORK, APPELLANT.

This claim was filed February 9, 1910, for the sum of \$6,448 for personal injuries sustained by claimant by falling into an uncovered sluiceway at Lock No. 2 on Black River canal in the city of Rome. The case was tried at Syracuse on December 12, 1910, and on August 17, 1911, a judgment for the sum of \$1,200 was received. The case has not been argued.

ALBERT A. YERTON AND ANOTHER, APPELLANTS, *vs.* THE STATE
OF NEW YORK, RESPONDENT.

This claim is for the sum of \$1,000 for damage to property in the town of Hastings, caused by raising the bridge in front of claimant's property in the construction of the Barge Canal. The case was tried at Syracuse, November 16, 1910. The court rendered a judgment of dismissal October 17, 1911, from which judgment the claimants have appealed. The case has not been argued.

CHARLES L. BRIGGS, APPELLANT, *vs.* THE STATE OF NEW YORK,
RESPONDENT.

This claim for the sum of \$906.50 was filed to recover damage to hay, oats, barley and corn in the town of Whitehall, caused by the overflow of Wood Creek, in the year 1906. The case was tried at Albany, September 24, 1907, and a judgment rendered by the Court of Claims dismissing the claim. Claimant has appealed to the Appellate Division. Printed case has been received.

JOHN HARRIS, APPELLANT, *vs.* THE STATE OF NEW YORK,
RESPONDENT.

This claim for the sum of \$303.90 was filed for alleged damage to crops in the town of Whitehall, in the year 1906, by overflow from Wood Creek. The claim was tried at Albany, September 23, 1907, and a judgment of dismissal rendered by the Court of Claims. Claimant has appealed to the Appellate Division. Printed case has been received.

(The above cases were tried together).

MARY E. HORN, ET AL., APPELLANTS, *vs.* THE STATE OF NEW
YORK, RESPONDENT.

This is a claim for the sum of \$34,715 for the permanent appropriation of 34.870 acres of land in the town of Marcy, county of Oneida, for Barge Canal purposes, and for the depreciation of the remaining 108 acres. Claim was tried at Syracuse, December 14, 1910. On November 18, 1911, a judgment was received for the sum of \$8,744.04. From this judgment claimant has appealed. Notice of appeal was received December 11, 1911. Proposed case has not been served.

GEORGE L. BETTS, APPELLANT, *vs.* THE STATE OF NEW YORK,
RESPONDENT.

This claim was filed August 26, 1910, for the sum of \$1,420.14 for balance of salary as confidential clerk to the Appellate Division, Second Department, from October 1, 1907 until the end of June, 1910. (See chap. 560, Laws of 1907.) The case was submitted at Rochester, October 18, 1910. On October 17, 1911, a judgment of dismissal was received. November 16, 1911, the appellant served notice of appeal. Printed papers have not been received.

ETTA L. MERRITT, APPELLANT, *vs.* THE STATE OF NEW YORK,
RESPONDENT.

This claim was filed July 31, 1909, for the sum of \$2,000 for damage to premises in the village of Brewerton owing to the change of grade in front of claimant's store. It is claimed this damage accrued from the construction of the Barge Canal. The claim was tried at Syracuse, November 17, 1910. A judgment of dismissal was rendered October 17, 1911. Notice of appeal was received November 23, 1911. The printed papers have not been served.

EDWARD P. BASTIAN AND ANOTHER, APPELLANTS, *vs.* THE STATE
OF NEW YORK, RESPONDENT.

On January 7, 1910, a claim in the sum of \$29,765 was filed by these claimants for the permanent appropriation of 18.265 acres of land in the town of Galen, Wayne county, for Barge Canal purposes. The claim was tried at Rochester, May 16, 1910. On January 24, 1911, the court rendered judgment in the sum of \$2,562.32, and from this judgment an appeal was taken. The printed record has not been served.

EDWARD P. BASTIAN AND ANOTHER, APPELLANTS, *vs.* THE STATE
OF NEW YORK, RESPONDENT.

This claim was filed for the sum of \$7,169 for the permanent appropriation of 16.848 acres of land in the town of Galen, Wayne county, for Barge Canal purposes. The claim was tried at Rochester, May 16, 1910. On January 24, 1911, a judgment in the sum of \$2,571.47 was rendered. From this judgment claimants have appealed. The record on appeal has not been received.

HOWARD C. DEMING AND OTHERS, APPELLANTS, *vs.* THE STATE
OF NEW YORK, RESPONDENT.

This is a claim for the sum of \$900 for the permanent appropriation of .809 acres of land in the town of Greece, Monroe county, for Barge Canal purposes. The claim was tried at Rochester, May 18, 1910. On February 24, 1911, judgment was received for the sum of \$326.14 and from this judgment claimants have appealed. The record has not been received.

GEORGE W. PAYNE, ET AL., APPELLANTS, *vs.* THE STATE OF NEW
YORK, RESPONDENT.

This claim was filed for the sum of \$3,000 for the permanent appropriation of 2.661 acres of land in the town of Greece, Monroe county. The claim was tried at Rochester in May, 1910. On March 14, 1911, a judgment was rendered for the sum of \$1,852.22 and from this judgment claimants appealed. The printed record on appeal has not been received.

FERGUSON CONTRACTING COMPANY, APPELLANT, *vs.* THE STATE
OF NEW YORK, RESPONDENT.

This claim for \$420,375.36 was filed on August 26, 1909, and was for damage for breach of claimant's contract, Barge Canal Contract No. 2, rescinding same by Canal Board, change of plans,

and for failure of State to furnish the site, plans, etc. The case was tried at Albany on April 25, 1910, and on January 31, 1911, judgment of dismissal was received. On February 15, 1911, notice of appeal was served. Appellant's time to serve case has been extended by various stipulations to March 5, 1912.

BARGE CANAL JUDGMENTS.

No.	Claimant.	Claimed.	Awarded.
8917	Perkins, Lavina C.....	\$5,238 00	\$1,989 73
9640	Ferguson Contracting Co...	420,375 36	Dismissed.
9651	Clark, Charles E. and another.....	11,803 80	8,179 29
9776	Bastien, Carrie L. as Adm..	29,794 50	2,562 32
9777	Bastien, Carrie L. as Adm..	7,198 50	2,571 47
9783	Gansz, Frederick and Barbara.....	6,529 50	2,466 53
9977	Gleason, James.....	4,500 00	2,973 92
9787	Hinman, Jasper W.....	2,500 00	1,197 71
9594	Miller, Charles.....	3,500 00	1,872 71
9859	Perkins, Lavina C.....	1,360 00	1,435 23
10040	Gansz, Barbara.....	5,642 50	1,879 96
9084	Daley, James and Margaret.	9,380 55	3,165 46
9371	Dale, Sarah.....	170 00	115 15
9373	Ames, Jane.....	2,152 25	1,969 55
9376	Rourke, Michael and another.....	726 95	406 23
9412	Cole, David et al.....	4,057 66	2,089 20
9413	Abbott, William M.....	1,858 37	1,151 17
9474	Howlette, William and another.....	662 95	442 29
9548	Gardner, Lloyd A. and another.....	500 00	278 38
9550	McDowell, Archie et al....	650 00	227 97
9551	Hayes, Arthur B. and another.....	2,000 00	379 74

No.	Claimant.	Claimed.	Awarded.
9553	Maier, Mary C.....	\$2,000 00	\$1,025 85
9629	Smith, William H. and another.....	3,000 00	2,319 45
9632	Heath, Catherine E.....	1,800 00	746 78
9655	Noll, William H. and another.....	602 16	229 27
9658	McAllister, Chas. M. and another.....	1,100 00	1,145 83
9768	Hitchcock, Charles H. and another.....	500 00	381 15
8417	Sperry, Fanny M.....	525 00	319 13
8950	Van Buren, Cora et al....	2,054 55	602 75
8997	Jackson, James H.....	1,073 55	844 48
9021	Maxwell, Reuben, as Adm..	17,742 10	1,314 12
9030	Hunt, Purl D.....	5,982 87	2,805 30
9034	Hillman, Douw F. and another.....	7,636 90	3,973 48
9229	Sanders, David E. and another.....	9,769 65	3,434 89
9337	Plaisted, Mary E. and another, etc.....	947 71	632 85
9377	Burke, Mary.....	4,724 04	3,060 62
9494	Wilson, Frank and another..	1,500 00	534 61
9505	Howard, John, Jr. and another.....	552 16	265 80
9543	Stevens, Theodore.....	1,000 00	244 22
9713	Barry, Mary.....	12,110 80	3,348 91
9718	Barry, Mary.....	157 20	85 34
9885	Art, Adam, Ex. Jacob, Sr..	160 11	107 75
10082	Zeitler, Mary et al.....	18,568 00	6,383 32
9604	Deming, Howard C. et al....	900 00	326 14
9946	Payne, George W. and another.....	3,000 00	1,852 22
9836	Allis, Clark and another...	500 00	223 70
9634	Deming, William C. et al..	542 85	564 08
8357	Miller, G. Adam, Jr. as Trustee et al.....	7,770 60	1,646 32

No.	Claimant.	Claimed.	Awarded.
8987	Miller, G. Adam, Jr. as Trustee et al.....	\$1,029	\$300 27
9331	Beardsley, John W.....	1,350 95	1,049 70
9494	Lumley, Bert and another. (Frank Wilson and another)	1,500 00	531 61
9489	Gray, William J.....	712 16	465 40
9727	Phipps, William W.....	3,008 56	3,514 00
9797	Paddock, Fred S. et al:....	1,529 50	647 50
9826	Schroepfel, Mary W. et al..	30,073 90	11,092 72
9527	Liebeck, John A. and wife..	12,071 00	6,974 00
9560	Houlihan, Catherine A....	900 00	821 06
8958	Leland, Harriet A. and another	6,827 55	1,281 46
8992	Van Dyke, Mary C.....	6,164 55	1,885 75
9989	Kingsley, George E.....	33,000 00	9,087 38
9636	Village of Baldwinsville....	2,720 62	2,813 01
10017	Teuscher, Gotfried et al....	24,350 00	18,660 33
9937	Tower, Frederick M.....	46,216 20	19,070 55
9898	Douglas, Edwin B.....	500 00	414 11
9661	Diehl, John.....	1,000 00	283 08
9490	Emmons, Albert L. and another	2,000 00	580 58
9626	Marohn, Charles and wife..	1,500 00	860 74
9926	Regenauer, Mathew and another	19,550 00	10,473 66
9962	Carpenter, Julia E. and another	4,040 00	1,107 16
9579	Rinn, Frank A.....	5,000 00	3,470 50
9178	Guerin, Michael et al.....	7,564 00	2,370 36
9356	Blake, John and another...	258 80	237 67
10329	Kingsley, Willis B.....	4,300 00	825 55
9758	Brooks, Arthur.....	10,840 20	1,854 49
9350	Lawrence J. Richardson and another	1,239 10	573 55
10058	Kelley, Jane.....	400 00	274 53
9764	Meredith, Hugh and another	2,915 75	1,471 40

No.	Claimant.	Claimed.	Awarded.
9194	White, William and another	\$3,012 35	\$3,180 68
9441	Carter, Charles R.....	1,750 00	200 90
9478	Jackson, Frances E.....	1,402 16	512 08
9646	Blaisdell, George M. and another	7,886 20	4,383 60
9951	Sitterly, La Rue.....	3,054 00	1,858 75
10030	Harrison, Thos. A. and another	1,638 00	713 13
10031	Spencer, W. Ward.....	2,337 00	1,587 94
10032	Spencer, Clarence B.....	755 00	587 08
10033	Blanchard, George A.....	5,910 00	4,825 95
9798	Weaver, Wm. W. and another	10,980 50	1,842 18
9799	Wood, Merton H. and another	2,602 70	1,111 00
9800	Van Slyke, Roselle.....	13,980 30	4,933 47
9801	Bellinger, Peter A. and another	7,045 70	3,986 70
9802	Untz, Margaret et al.....	5,203 90	2,910 88
9803	Rankin, Lester.....	3,618 50	1,567 96
9809	Weaver, Wm. W. and another	11,080 90	4,678 53
9811	Wood, Calvin et al.....	3,029 50	1,488 36
9812	Huntley, Eugene P. et al..	5,103 70	1,829 02
9884	Oliver, Henry and another..	4,846 00	1,411 48
9889	Pearse, Aaron and another..	13,700 00	6,002 10
9906	Oliver, Carrie.....	13,500 00	1,880 50
9995	Wood, Marion and Ella Rose	9,424 75	3,468 53
10015	Huss, Joseph.....	5,029 50	3,294 00
9600	James Frazee Milling Co..	100,000 00	Dismissed.
9630	Merritt, Etta L.....	2,000 00	Dismissed.
8807	Musanti, Vittoria.....	1,349 75	623 40
9692	Yerton, Albert A. and another	1,000 00	Dismissed.
9807	Stauring, Philip.....	11,809 20	3,939 08
9868	Budlong, Arthur E. and wife	5,000 00	5,497 24

No.	Claimant.	Claimed.	Awarded.
10278	Hart, Julia	\$5,000 00	\$4,446 63
9611	Reef, Joseph and wife.	100 00	115 77
10276	Underhill, Andrew J. and wife	450 00	234 10
9442	Crouse, Harry L.	1,000 00	662 17
10099	Edgar Van Slyke and an- other	10,800 20	4,834 78
9606	Gregg, Willis P. as Ex. etc..	208 90	270 02
10065	Ladd, Frank B. and another.	1,500 00	1,369 09
9831	Graves, Lewis H. et al.	3,143 70	1,764 39
9922	Graves, Lewis H. et al.	11,000 00	5,891 65
9506	Casler, Benj. P. and wife..	5,000 00	5,073 28
10173	Anderegg, Susanna K. etc..	10,875 00	8,771 00
10251	Anderegg, Susanna K. etc..	341 45	251 34
9380	Bruen, Eliza	8,564 00	530 24
9883	Guerin, James H. et al.	1,223 42	530 24
10141	Brainard, Harry C. and an- other	18,700 00	5,781 11
9609	Mesler, Harriet E. as Admx.	2,200 00	1,406 80
10023	Bronson, Mary	700 00	637 67
10511	Bronson, Mary	1,500 00	700 73
10123	Clark, Benj. W. and another	150 00	116 40
10247	Smith, Wm. W. et al.	500 00	337 05
9404	Anthony, Jacob M.	5,016 00	4,000 57
9824	Alman, Hattie F. and an- other	6,429 50	987 30
10292	Lannin, Patrick	6,550 00	2,125 14
10293	Wadhams, Isabella et al.	3,850 00	3,260 00
10295	Littlefield, Julia E.	1,850 00	604 08
10330	Plumb, Louisa M.	4,000 00	1,685 22
10352	Hutchinson, Samuel	21,000 00	9,721 00
10449	Smith, George G.	4,250 00	2,545 86
9966	Anthony, Jacob M.	2,500 00	Dismissed.
10406	Carter, Charles R.	600 00	374 02
10407	Crouse, Harry L.	700 00	347 27
9528	Parish, Franklin P. and an- other	5,202 16	1,838 95

No.	Claimant.	Claimed.	Awarded.
9832	Alsheimer, Andrew and another	\$4,073 00	\$4,149 77
9833	Paul, Lewis E. and another.	6,638 50	2,949 61
9843	Horn, Mary E. et al.	34,715 00	8,744 04
9844	Parry, Thomas W. and another	10,181 10	4,615 14
9808	Isley, John and wife.	3,695 70	2,683 36
9810	Pickert, Margaret	2,431 11	1,518 38
9830	Brower, Charles and wife..	8,000 00	3,468 09
10157	Davis, Seward et al.	8,029 50	4,294 49
10424	Kinney, Julia	2,000 00	1,510 17
10531	Hatch, Charles W.	20,000 00	11,628 84
10552	Heary, Philip	6,000 00	3,805 80
10043	Boppel, Carrie K.	5,929 50	3,101 00
10185	Burton, George T.	2,179 25	629 90
10186	Burton, Thomas M. and another	6,422 24	2,156 53
9948	Evans, David H.	23,700 00	10,522 05
10350	Pittsford, L & H., Co. and another	6,000 00	4,553 28
9905	Smith, John W. and another	3,007 00	1,636 32
9994	Davis, Fremont K. and another	16,332 25	7,385 97
10036	Wood, Fannie C.	2,770 50	1,583 67
10039	Davis, F. Whitney et al.	5,876 00	2,161 07
10154	Glattus, Margaret H.	5,298 80	1,884 82
9858	Mooers, Howard and another	1,829 50	731 47
9944	Billings, Restore C. and another	4,500 00	2,253 33
10075	Beckwith, Florence G.	25,188 33	6,862 59
10118	Beckwith, Florence G. et al.	20,107 20	5,492 83
10121	Brown, Sarah	800 00	367 25
10275	Brittin, Thomas D. and wife	150 00	58 84
10277	Brittin, Thomas D. and wife	250 00	117 68
9861	Compton, Lee and another.	15,000 00	11,116 53

No.	Claimant.	Claimed.	Awarded.
10100	Decker, Frank and another.	\$7,917 50	\$5,137 85
10122	Carrier, Mary R.	300 00	140 78
10124	Clark, Emma G.	1,000 00	872 23
10125	Clute, Ruth S.	1,500 00	685 80
10126	Clute, Wendell P. and another	2,000 00	1,343 80
10160	Cahill, Johanna	429 50	217 13
9949	Martin, W. E. et al.	12,250 00	3,519 30
9607	Howard, Jas. E. and another	200 00	134 18
9947	Deo, Henry and another..	600 00	223 10
10020	Fagan, John and another..	500 00	209 49
10022	Earl, Burdine and another.	1,000 00	756 93
10056	Darby, Mary	300 00	87 62
10132	Mathewson, Addison G. and another	2,000 00	283 91
10242	Cromwell, Gilbert and another	4,500 00	2,447 76
9476	Fravor, Ella J.	3,502 16	832 14
9838	Mead, Walter L. and others.	1,000 00	288 98
9927	Rodman, John and another.	2,422 20	1,604 48
9932	Taylor, Charles B. and another	3,250 00	1,301 23
10019	French, Sarah	1,500 00	1,756 00
10137	Taylor, Pearly E.	2,500 00	560 50
10193	Sage, George B. and another	2,200 00	1,482 49
10215	Young, Myres	2,500 00	1,725 54
10217	Stoldt, Ludwig and another.	3,000 00	2,148 90
9620	Goodbred, Uriah	2,700 00	1,517 40
9443	Winne, Henry I.	4,802 00	2,984 33
9444	Winne, Henry I.	528 00	353 84
9445	Winne, Henry I.	10,600 00	3,856 50
9555	Casler, Sandy B. et al.	11,000 00	3,964 72
10073	Klock, George W. and another	329 50	239 70
10161	Babcock, Fannie M. et al..	2,800 00	2,361 67
10252	Waldorf, Frank L.	5,311 00	4,187 09
10321	Widrick, Jas. E. and another	6,507 70	4,004 19

No.	Claimant.	Claimed.	Awarded.
10199	Welsher, Fred E. and another	\$150 00	\$147 59
10244	Wright, Edgar W. et al. . . .	125 00	29 20
8824	Kingsley, George A. and another	12,465 55	1,594 77
9598	Morris Machine Works. . . .	100,000 00	Dismissed.
9599	Penn Spring Works.	50,000 00	Dismissed.
9706	Gale, Eben G.	2,200 00	1,848 60
9996	Scharlau, Elizabeth	1,400 00	348 89
10098	Runkle, Hulda et al.	1,529 50	286 39
10101	Pollock, Cornelius A.	1,042 50	250 05
10151	Reamer, Ralph B. and another	396 00	222 27

CANAL JUDGMENTS.

6772	Saroney, James	5,300 00	572 00
6774	Zannito, Joseph	4,100 00	340 00
7342	Venditto, Mary Ann.	2,900 00	268 00
7768	Huntley, Andrew J.	400 00	50 00
8117	Neary, Bridget	618 00	20 00
8511	Van Amber, Melville W. . . .	6,872 00	Dismissed.
8741	Vahue, Nellie M.	200 00	10 00
9087	Burch, George	200 00	25 00
9102	Kennedy, Joseph P.	3,935 00	250 00
9118	Cotter, Annie Brady.	402 65	10 00
9291	Keeler, Carrie	700 00	646 53
9381	Paddock, Fred N.	375 00	175 00
9382	Paddock, Fred N.	210 00	75 00
9500	Haselo, William	3,011 00	942 53
9533	Green, Adelbert	3,140 00	350 00
9573	Ellsworth, Herbert and another	100 00	10 00
9577	Skiff, Bertha	31 40	25 00
9615	Duerr, Valentine	1,584 00	200 00
9616	Keith, Lewis	3,810 00	250 00
9617	Keith, Lewis	1,095 00	100 00
9618	Keith, George	1,800 00	150 00

No.	Claimant.	Claimed.	Awarded.
9619	Hart, James K.....	\$220 00	\$100 00
9622	Kennedy, Joseph P.....	1,620 00	125 00
9663	Van Wie, Fletcher and another	400 00	294 75
9671	Covell, Henry H.....	150 00	150 00
9772	Keith, George	866 25	90 00
9773	Keith, Lewis	1,058 75	100 00
9893	Sipple, John	600 00	50 00
9894	Brunett Henry	500 00	40 00
9998	Riggs, Margaret T. S.....	125 00	60 00
10387	Deaner, George	127 10	124 18

OTHER THAN CANAL.

5030	City of Geneva.....	2,386 00	Dismissed.
10112	Betts, George L.....	1,420 14	Dismissed.
10221	United States Radiator Co..	1,043 16	Dismissed.
10535	Fifth Avenue Coach Co...	247 50	254 97

PERSONAL INJURY.

9287	Crouse, Charles E.....	20,000 00	Dismissed.
9653	White, Mary J. as Admx..	15,000 00	Dismissed.
9788	Pettrone, Antonio	1,500 00	Dismissed.
9827	Carroll, Lillian L.....	6,448 00	1,200 00
10048	Smith, Savilla F. as Admx. etc.	25,000 00	Dismissed

STATE HOSPITALS.

During the past year the Legislature repealed section 18 of the Insanity Law, which authorized the State Commission in Lunacy to appoint attorneys for the thirteen State hospitals under the jurisdiction of the Commission, and upon July 1, 1911, the legal work of the State Commission in Lunacy and of the thirteen State hospitals was transferred to my office. The attorneys appointed by the State Commission in Lunacy received salaries ranging

from \$1,200 to \$5,000 a year, and the total expense to the State for the services and disbursements of such attorneys was approximately \$23,000 yearly. This work is now being done by the regular deputies in my office and one additional deputy, who was appointed for the purpose of taking care of the legal work of the Buffalo, Rochester, Gowanda and Willard State hospitals, at a salary of \$3,000 per year, making a saving to the State in this department alone of approximately \$20,000.

As the work in this department has developed, it has been demonstrated to my satisfaction that in the past there has not been given sufficient attention to the collection of accounts for the maintenance of patients, who, or whose families, are able to pay for the same in the State hospitals. In several instances my attention has been called to cases where patients at State hospitals have had considerable property, or have been entitled to the income of such property, for a number of years while the patients were still being maintained as a State charge. I have recommended to the State Commission in Lunacy that the collections of accounts for the maintenance of patients be systematized and such recommendations are now being carried into effect by the Commission.

During the six months commencing July 1, 1911, and ending December 31, 1911, a total of 580 cases, affecting patients in State hospitals, have been given attention by this office. Of these cases 220 have been cases commenced by the office for the appointment of committees and the balance have been cases affecting property rights of the patients, which have been referred to the office by the State hospitals, or the State Commission in Lunacy, and which required appearance or investigation by the Attorney-General.

During this period, I have collected and there has been turned into the State treasury for costs and disbursements in committee proceedings, the sum of two thousand forty-three and 83/100 (\$2,043.83) dollars, and upon December 31, 1911, there remained costs and disbursements uncollected in committee proceedings that had been concluded at that time, the sum of two thousand one hundred sixty-three and 81/100 (\$2,163.81) dollars, making the total earnings of my office for costs and disbursements allowed in these proceedings, the sum of four thousand two hundred seven and 64/100 (\$4,207.64) dollars.

I have secured from the State Commission in Lunacy a statement of the costs and disbursements collected by the attorneys for the various State hospitals during the twenty-one months previous to July 1, 1911, and find that the total amount of costs and disbursements collected by the former attorneys for the State hospitals and turned into the State treasury during that time was the sum of nine thousand six hundred thirteen and 67/100 (\$9,613.67) dollars, or approximately five thousand five hundred (\$5,500) dollars yearly.

From the amount of costs earned during the six months while I have had charge of this work, the yearly earnings from costs and disbursements in these committee proceedings are now approximately eight thousand five hundred dollars (\$8,500), showing a large increase in this item as a result of the work being transferred to the Attorney-General.

The section of the Code of Civil Procedure in relation to the appointment of a committee upon the application of the superintendent of a State hospital, provides that the costs and disbursements shall be allowed to the petitioner in the proceeding, who is the superintendent of the hospital. Notwithstanding this provision in the Code the blanks used by the former attorneys for State hospitals were drawn so that these costs and disbursements were, by the order appointing the committee, directed to be paid to the attorney for the petitioner. The reports, which I have received from the State Commission in Lunacy, show that during the twenty-one months previous to July 1, 1911, no costs and disbursements have been turned into the State Treasury from committee proceedings for the Utica State Hospital, the Willard State Hospital, and the Gowanda State Homeopathic Hospital. If any costs were awarded in committee proceedings for patients in these hospitals during the period of twenty-one months referred to, these costs have evidently been retained by the attorneys for the hospitals in addition to their annual salary.

From the progress of this work in my office, I am satisfied that the legal work for the hospitals of the State is now being conducted in a much more efficient and economical manner than under the system of appointing separate attorneys for each State hospital.

STATE HOSPITAL WORK.

The number of cases commenced by me for the appointment of committees for patients in State Hospitals was	220
The number of cases referred to my office relating to matters in Surrogate's Court affecting patients in the various State hospitals was.....	152
The number of cases, other than committee proceedings and cases in Surrogate's Court, affecting patients in State hospitals referred to my office was,	208
Number of cases in which committees have been appointed	171
Number of cases pending incompleted for the appointment of committees	34
Number of cases discontinued for the appointment of committees	15
<hr/>	
The amount of costs and disbursements collected by me in proceedings for the appointment of committees was	\$2,043 83
The amount of costs and disbursements remaining uncollected in proceedings for the appointment of committees was	2,163 81
The total amount earned by my office for costs and disbursements in proceedings for the appointment of committees was	4,207 64
The total amount collected by me for the maintenance of patients in State hospitals has been.....	11,772 18
<hr/>	

CASES COMMENCED FOR APPOINTMENT OF COMMITTEES.

Manhattan State Hospital	42
Kings Park State Hospital	42
Central Islip State Hospital	28

Long Island State Hospital	15
St. Lawrence State Hospital	8
Utica State Hospital	5
Middletown State Hospital	7
Hudson River State Hospital	13
Binghamton State Hospital	18
Buffalo State Hospital	} 42
Rochester State Hospital	
Willard State Hospital	
Gowanda State Hospital	
Total	220

CASES REFERRED TO THIS OFFICE RELATING TO MATTERS IN SURROGATE'S COURT.

Manhattan State Hospital	18
Kings Park State Hospital	14
Central Islip State Hospital	18
Long Island State Hospital	15
St. Lawrence State Hospital	18
Utica State Hospital	7
Middletown State Hospital	14
Hudson River State Hospital	10
Binghamton State Hospital	} 38
Buffalo State Hospital	
Rochester State Hospital	
Willard State Hospital	
Gowanda State Hospital	
Total	152

CASES OTHER THAN COMMITTEE PROCEEDINGS AND SURROGATE MATTERS.

Manhattan State Hospital	64
Kings Park State Hospital	25

Central Islip State Hospital	28
Long Island State Hospital	13
St. Lawrence State Hospital	7
Utica State Hospital	15
Middletown State Hospital	9
Hudson River State Hospital	11
Binghamton State Hospital	10
Buffalo State Hospital	} 26
Rochester State Hospital	
Gowanda State Hospital	
Willard State Hospital	
<hr/>	
Total	208
<hr/>	

CASES IN WHICH COMMITTEES HAVE BEEN APPOINTED.

Manhattan State Hospital	38
Kings Park State Hospital	39
Central Islip State Hospital	26
Long Island State Hospital	12
St. Lawrence State Hospital	6
Utica State Hospital	3
Middletown State Hospital	6
Hudson River State Hospital	12
Binghamton State Hospital	13
Buffalo State Hospital	} 16
Rochester State Hospital	
Gowanda State Hospital	
Willard State Hospital	
<hr/>	
Total	171
<hr/>	

CASES PENDING INCOMPLETED FOR APPOINTMENT OF COMMITTEES.

Manhattan State Hospital	1
Kings Park State Hospital	1
Central Islip State Hospital	
Long Island State Hospital	1
St. Lawrence State Hospital	1
Utica State Hospital	2
Middletown State Hospital	1
Hudson River State Hospital	1
Binghamton State Hospital	3
Buffalo State Hospital	} 23
Rochester State Hospital	
Gowanda State Hospital	
Willard State Hospital	
Total	34

COSTS AND DISBURSEMENTS COLLECTED BY THE ATTORNEY-GENERAL AND FORWARDED TO STATE HOSPITALS.

Manhattan	\$608 60
Kings Park	498 85
Central Islip	334 47
Long Island	100 00
Binghamton	97 43
Hudson River	190 73
Middletown	70 00
Utica	25 00
Willard	55 00
Rochester	31 00
Buffalo	32 75
Total	\$2,043 83

COSTS AND DISBURSEMENTS WHICH REMAIN UNCOLLECTED.

Manhattan	\$364 45
Kings Park	427 00
Central Islip	386 97
Long Island	155 00
Binghamton	184 35
Hudson River	127 50
Middletown	101 00
Utica	118 54
St. Lawrence	127 00
Willard	27 00
Rochester	114 00
Buffalo . . . . .	.....
Gowanda	31 00
Total	<u>\$2,163 81</u>

MAINTENANCE ACCOUNTS COLLECTED BY THE ATTORNEY-GENERAL AND FORWARDED TO STATE HOSPITALS.

Manhattan	\$939 10
Kings Park	942 38
Central Islip	2,246 18
Long Island	2,159 84
Hudson River	871 94
Middletown	205 00
Utica	2,336 77
Willard	181 43
Buffalo	91 28
Total	<u>\$9,973 92</u>

MAINTENANCE ACCOUNTS COLLECTED THROUGH
EFFORTS OF THE ATTORNEY-GENERAL'S OFFICE
BUT FORWARDED DIRECT TO STATE HOSPITALS.

Manhattan	\$589 17
Kings Park	800 00
Central Islip	136 06
Hudson River	87 99
Rochester	184 99
<hr/>	
Total	\$1,798 21
<hr/> <hr/>	

TOTAL AMOUNT OF MAINTENANCE ACCOUNTS
COLLECTED THROUGH THE EFFORTS OF THE
ATTORNEY-GENERAL'S OFFICE.

Manhattan	\$1,528 27
Kings Park	1,742 38
Central Islip	2,382 24
Long Island	2,159 84
Hudson River	959 93
Middletown	205 00
Utica	2,336 77
Willard	181 43
Buffalo	91 28
Rochester	184 99
<hr/>	
Total	\$11,772 13
<hr/> <hr/>	

**SPECIAL FRANCHISE TAX PROCEEDINGS SETTLED
DURING 1911.**

ADIRONDACK HOME TELEPHONE COMPANY.

1911. Towns: Bangor, \$3,000; Belmont, \$3,000; Burke, \$1,400; Canton, \$7,500; Chateaugay, \$3,500; Colton, \$800; Constable, \$1,200; DeKalb, \$500; Lawrence, \$3,000; Madrid, \$400; Malone, \$16,000; Moira, \$1,500; Norfolk, \$675; Parishville, \$1,800; Piercefield, \$500; Pierrepont, \$900; Potsdam, \$18,000; Stockholm, \$3,700.

Villages: Canton, \$4,500; Chateaugay, \$2,000; Malone, \$11,000; Norwood, \$1,600; Potsdam, \$9,500.

ALBANY HOME TELEPHONE COMPANY.

1911. City: Albany, \$128,000.

ALBANY AND HUDSON RAILROAD COMPANY.

1907. Town: Kinderhook, \$8,500.

ALBANY SOUTHERN RAILROAD COMPANY.

1911. Cities: Albany, \$175,000; Hudson, \$80,000; Rensselaer, \$220,000.

AMERICAN TELEPHONE AND TELEGRAPH COMPANY.

1911. Cities: Albany, \$12,750; Elmira, \$7,500; Lackawanna, \$8,000; Newburgh, \$6,000; Rensselaer, \$9,000; Schenectady, \$6,900; Syracuse, \$15,000; Utica, \$7,000.

AUSABLE HOME TELEPHONE COMPANY.

1911. Towns: Ausable, \$1,000; Chesterfield, \$1,000.

Village: Keeseville, \$2,000.

BABYLON ELECTRIC LIGHT COMPANY.

1911. Towns: Babylon, \$42,000; Islip, \$6,000; Oyster Bay, \$7,800.

BUFFALO GAS COMPANY.

1907. City: Buffalo, \$2,150,000.
1908. City: Buffalo, \$2,200,000.
1909. City: Buffalo, \$2,000,000.
1910. City: Buffalo, \$2,000,000.
1911. City: Buffalo, \$2,150,000.

BUFFALO AND LAKE ERIE TRACTION COMPANY.

1908. Towns: Evans, \$18,250; Hamburg, \$70,200; Ripley, \$32,000; West Seneca, \$150,000.
1909. City: Lackawanna, \$150,000.
Towns: Evans, \$18,250; Portland, \$58,000; Ripley, \$38,000.
1910. City: Lackawanna, \$150,000.
Towns: Evans, \$27,000; Hamburg, \$67,000; Portland, \$75,000; Ripley, \$38,000.

CAMBRIDGE WATER WORKS COMPANY.

1911. Towns: Cambridge, \$3,200; White Creek, \$8,500.

CANISTEO GAS COMPANY.

1911. Towns: Canisteo, \$25,000; Hornellsville, \$3,500.
Village: Canisteo, \$25,000.

CAPITOL RAILWAY COMPANY.

1911. City: Albany, \$140,000.

CATSKILL MOUNTAIN RAILWAY COMPANY.

1909. Town: Catskill, \$18,000.
1910. Town: Catskill, \$18,000.
1911. Town: Catskill, \$7,000.

CATSKILL TRACTION COMPANY.

1911. Town: Catskill, \$30,000.

CENTRAL HUDSON GAS AND ELECTRIC COMPANY.

1911. City: Newburgh, \$210,000.
Towns: Cornwall, \$25,000; Marlboro, \$17,000; Newburgh, \$7,000; New Windsor, \$18,000; Shawangunk, \$1,400.

CENTRAL NEW YORK GAS AND ELECTRIC COMPANY.

1911. City: Geneva, \$70,000.
Towns: Arcadia, \$50,000; Fayette, \$1,500; Galen, \$9,000; Lyons, \$24,800; Manchester, \$3,200; Palmyra, \$23,500; Phelps, \$3,500; Seneca Falls, \$16,000; Waterloo, \$7,500.
Villages: Clyde, \$6,000; Lyons, \$23,700; Newark, \$41,900; Palmyra, \$14,000; Phelps, \$3,300; Seneca Falls, \$15,000; Waterloo, \$8,500.

CENTRAL NEW YORK TELEPHONE AND TELEGRAPH COMPANY.

- 1908: City: Oneida, \$25,300.

CHASM POWER COMPANY.

1911. Towns: Belmont, \$600; Burke, \$1,200; Chateaugay, \$13,000; Malone, \$1,000.
Vilalge: Chateaugay, \$6,500.

CITIZENS STANDARD TELEPHONE COMPANY.

1911. City: Kingston, \$27,000.
Towns: Esopus, \$800; Hurley, \$1,000; Kingston, \$500; Marbletown, \$800; Olive, \$1,800; Pine Hill, \$200; Rosendale, \$2,500; Shandaken, \$2,700; Ulster, \$1,000; Woodstock, \$1,500.
Villages: Rifton, \$150; Rosendale, \$300.

CITIZENS WATER SUPPLY COMPANY OF NEWTOWN.

1911. Town: North Hempstead, \$81,000.

CLINTON GAS COMPANY.

1911. Town: East Hampton, \$6,000.

CLINTON TELEPHONE COMPANY.

1911. City: Plattsburgh, \$20,000.
Towns: Beekmantown, \$2,000; Champlain, \$600;
Chazy, \$1,375; Dannemora, \$500; Peru, \$1,000;
Plattsburgh, \$4,000; Saranac, \$2,000; Schuyler
Falls, \$650.
Village: Dannemora, \$650.

COHOES GAS LIGHT COMPANY.

1911. City: Cohoes, \$210,000.
Town: Waterford, \$8,000.

COHOES RAILWAY COMPANY.

1906. Town: Colonie, \$18,000.
1907. Town: Colonie, \$20,000.
1908. Town: Colonie, \$20,000.
1911. City: Cohoes, \$130,000.
Town: Colonie, \$20,000.

COHOES-WATERFORD HOME TELEPHONE COMPANY.

1911. City: Cohoes, \$25,000.
Towns: Colonie, \$1,200; Waterford, \$9,400.
Village: Waterford, \$4,400.

COMMERCIAL CABLE AND TELEGRAPH COMPANY.

1900. City: Rochester, \$10,000.

COMMERCIAL UNION TELEPHONE COMPANY.

1911. Cities: Glens Falls, \$24,000; Watervliet, \$8,500.
Towns: Argyle, \$1,500; Brunswick, \$4,650; Caldwell,
\$3,800; Cambridge, \$1,000; Chester, \$600;
Chesterville, \$1,650; Clifton Park, \$600;
Colonie, \$400; Crown Point, \$2,000; Easton,
\$1,000; Essex, \$800; Fort Edward, \$3,900;
Granville, \$800; Greenwich, \$8,000; Half Moon,
\$4,500; Hartford, \$3,500; Hoosick, \$1,300;
Kingsbury, \$10,000; Malta, \$4,000; Milton,

\$3,500; Moreau, \$3,200; North Greenbush, \$1,000; Northumberland, \$1,800; Pittstown, \$4,000; Poestenkill, \$1,500; Queensbury, \$3,350; Saratoga, \$4,500; Saratoga Springs, \$23,000; Schaghticoke, \$11,000; Stillwater, \$4,500; Warrensburgh, \$3,800; Westport, \$1,300; Willsboro, \$1,600; Wilton, \$3,000; Whitehall, \$1,200.

Villages: Argyle, \$400; Ballston Spa, \$3,000; Fort Edward, \$3,750; Green Island, \$2,600; Greenwich, \$6,300; Hudson Falls, \$9,500; Lake George, \$3,500; Mechanicville, \$5,500; Saratoga Springs, \$19,000; Schaghticoke, \$1,000; Schuylerville, \$3,800; South Glens Falls, \$2,450; Stillwater, \$1,000; Valley Falls, \$1,000; Victory Mills, \$200.

CONSOLIDATED WATER COMPANY OF SUBURBAN, N. Y.

1901. Towns: Greenburgh, \$54,000; Mount Pleasant, \$55,000.
 1907. Towns: Greenburgh, \$175,000; Mount Pleasant, \$67,000.
 1910. Town: Mount Pleasant, \$50,000.
 1911. Town: Greenburgh, \$198,000.

CONSOLIDATED WATER COMPANY OF UTICA, N. Y.

1911. City: Utica, \$775,000.
 Towns: Deerfield, \$40,000; New Hartford, \$42,000; Whitestown, \$79,000.

COOPERANT TELEPHONE COMPANY.

1911. Towns: Dresden, \$1,200; Granville, \$550; Hampton, \$600; Putnam, \$4,500; Whitehall, \$7,000.
 Village: Whitehall, \$4,000.

CORNING TELEPHONE COMPANY.

1909. City: Corning, \$23,000.

CORNWALL TELEPHONE COMPANY.

1911. Town: Cornwall, \$8,500.

DANSVILLE GAS AND ELECTRIC COMPANY.

1911. Town: North Dansville, \$3,600.

DUTCHESS COUNTY TELEPHONE COMPANY.

1910. City: Poughkeepsie, \$32,000.

EAST HAMPTON ELECTRIC LIGHT COMPANY.

1911. Town: East Hampton, \$20,000.

EAST HAMPTON AND FIRE PLACE TELEPHONE COMPANY.

1911. Town: East Hampton, \$2,600.

EDENWALL STREET RAILROAD COMPANY.

1908. Town: Eastchester, \$1,500.

EDISON ELECTRIC LIGHT AND POWER COMPANY OF AMSTERDAM.

1911. City: Amsterdam, \$38,000.

ELMIRA AND LAKE SENECA TRACTION COMPANY.

1911. Towns: Dix, \$15,000; Horseheads, \$4,000; Montour, \$18,000; Reading, \$500; Veteran, \$6,000.

Villages: Horseheads, \$4,000; Montour Falls, \$10,500; Watkins, \$16,000.

ELMIRA WATER, LIGHT AND RAILROAD COMPANY.

1911. City: Elmira, \$1,100,850.

Towns: Elmira, \$44,000; Horseheads, \$77,000; Southport, \$1,400.

Villages: Elmira Heights, \$52,000; Horseheads, \$12,500.

FEDERAL TELEPHONE AND TELEGRAPH COMPANY.

1910. Cities: Corning, \$23,000; Hornell, \$24,000; Lackawanna, \$5,000.

Towns: Alden, \$7,750; Aurora, \$9,000; Batavia, \$5,500; Bath, \$10,600; Canisteo, \$5,300; Cheektowaga, \$7,000; Cherry Creek, \$5,500; Collins, \$9,000; Concord, \$8,200; Dix, \$6,700; Eden, \$6,500; Farmington, \$5,200; Geneseo, \$6,500; Greece, \$8,000; Hamburg, \$9,000; Henrietta, \$6,900; Lancaster \$7,700; LeRoy, \$11,000; Manchester, \$6,900; Mendon, \$5,100; Murray, \$8,700; Newstead, \$6,500; North Collins, \$7,500; Pembroke, \$5,500; Perinton, \$8,000; Persia, \$6,700; Rush, \$17,500; Wellsville, \$8,000; Wheatland, \$10,000.

FITCHBURG RAILROAD COMPANY.

1908. Towns: Glenville, \$7,500; Half Moon, \$5,800; Hoosick, \$13,500; Pittstown, \$2,300; Saratoga, \$9,700; Saratoga Springs, \$6,800; Schaghticoke, \$4,900; Stillwater, \$3,200.
1910. Towns: Half Moon, \$6,600; Hoosick, \$12,600; Pittstown, \$5,300; Saratoga, \$9,700; Saratoga Springs, \$6,800; Schaghticoke, \$5,700; Stillwater, \$2,300.
1911. Towns: Half Moon, \$5,700; Hoosick, \$20,000; Pittstown, \$4,700; Saratoga, \$9,700; Saratoga Springs, \$6,800; Schaghticoke, \$5,700; Stillwater, \$2,300.

FONDA, JOHNSTOWN AND GLOVERSVILLE RAILROAD COMPANY.

1911. Cities: Amsterdam, \$108,700; Gloversville, \$102,100; Johnstown, \$71,000.

FREDONIA NATURAL GAS LIGHT COMPANY.

1908. Town: Pomfret, \$6,000.

FRONTIER TELEPHONE COMPANY.

1907. City: Buffalo, \$640,000.
1908. City: Buffalo, \$651,200.

FULTON COUNTY GAS AND ELECTRIC COMPANY.

1911. Cities: Gloversville, \$309,000; Johnstown, \$115,000.

FULTON FUEL AND LIGHT COMPANY.

1911. City: Fulton, \$30,000.

1911. City: Fulton, \$33,000.

GENEVA TELEPHONE COMPANY.

1910. City: Geneva, \$16,000.

GLEN COVE RAILROAD COMPANY.

1911. Town: Oyster Bay, \$30,000.

GLENS FALLS GAS AND ELECTRIC LIGHT COMPANY.

1911. City: Glens Falls, \$70,000.

GRANVILLE ELECTRIC AND GAS COMPANY.

1911. Town: Granville, \$18,000.

Village: Granville, \$16,000.

GREAT SOUTH BAY WATER COMPANY.

1911. Towns. Brookhaven, \$85,000; Islip, \$64,000.

HANOVER TELEPHONE COMPANY.

1910. Town: Hanover, \$5,000.

HOME TELEPHONE COMPANY OF ONEONTA.

1911. City: Oneonta, \$21,000.

Towns: Maryland, \$3,200; Milford, \$550; Oneonta, \$900; Worcester, \$1,500.

Village: Schenevus, \$2,000.

HOME WATER COMPANY.

1911. Town: East Hampton, \$23,500.

HOMER AND CORTLAND GAS LIGHT COMPANY.

1911. City: Cortland, \$60,000.

Towns: Cortlandville, \$4,000; Homer, \$9,700.

Village: Homer, \$9,700.

HORNELLSVILLE TELEPHONE COMPANY.

1908. City: Hornell, \$18,600.

1909. City: Hornell, \$20,000.

HUDSON VALLEY RAILWAY COMPANY.

1911. City: Glens Falls, \$95,000.
- Towns: Caldwell, \$15,000; Fort Edward, 44,000; Greenfield, \$1,100; Greenwich, \$15,500; Half Moon, \$52,500; Kingsbury, \$36,000; Milton, \$12,000; Moreau, \$22,500; Queensbury, \$15,000; Saratoga, \$17,600; Saratoga Springs, \$53,500; Stillwater, \$62,000; Waterford, \$28,000.
- Villages: Ballston Spa, \$10,000; Fort Edward, \$26,000; Greenwich, \$7,000; Hudson Falls, \$27,000; Lake George, \$12,000; Mechanicville, \$60,000; Saratoga Springs, \$43,100; Schuylerville, \$9,600; South Glens Falls, \$20,000; Stillwater, \$15,000; Waterford, \$22,000.

HUNTINGTON RAILROAD COMPANY.

1911. Towns: Babylon, \$47,000; Huntington, \$43,000; Oyster Bay, \$24,000.

INDEPENDENT UNION TELEPHONE COMPANY.

1907. Town: Florida, \$4,800.
1911. Cities: Amsterdam, \$1,200; Watervliet, \$1,500.
- Towns: Athens, \$2,500; Bethlehem, \$2,150; Catskill, \$4,200; Coeymans, \$1,500; Colonie, \$12,500; Coxsackie, \$1,000; Danube, \$2,600; Esopus, \$3,300; Florida, \$6,100; German Flats, \$1,300; Glen, \$2,200; Glenville, \$7,600; Herkimer, \$1,400; Little Falls, \$1,200; Lloyd, \$3,900; Marlboro, \$1,700; Minden, \$1,250; Mohawk, \$3,500; New Paltz, \$700; Niskayuna, \$1,000; Palatine, \$4,000; Saugerties, \$2,500; Schuyler, \$3,000; St. Johnsville, \$1,200; Ulster, \$3,000.
- Villages: Athens, \$1,000; Catskill, \$700; Coxsackie, \$250; Fonda, \$600; Fultonville, \$400; Herkimer, \$650; Marlboro, \$500; New Paltz, \$250; Saugerties, \$400; Scotia, \$1,300; St. Johnsville, \$200.

INTERNATIONAL RAILWAY COMPANY.

1908. City: North Tonawanda, \$181,000.

INTERSTATE TELEPHONE COMPANY.

1911. City: Little Falls, \$14,000.

Towns: Danube, \$2,500; Fairfield, \$3,000; Little Falls, \$2,000; Manheim, \$4,000; Minden, \$1,200; Norway, \$325; Salisbury, \$1,200; Stark, \$1,450; St. Johnsville, \$1,700.

Villages: Fort Plain, \$800; St. Johnsville, \$700.

KEYSTONE GAS COMPANY.

1911. City: Olean, \$155,000.

Town: Allegany, \$8,500.

Village: Allegany, \$6,700.

KINGSTON GAS AND ELECTRIC COMPANY.

1911. City: Kingston, \$215,000.

LIVINGSTON COUNTY TELEPHONE COMPANY.

1910. Towns: Avon, \$5,500; Geneseo, \$9,000; Leicester, \$5,600; Mount Morris, \$6,500; North Dansville, \$6,850; Sparta, \$5,000.

LONG ISLAND RAILROAD COMPANY.

1911. Towns: Babylon, \$14,400; Brookhaven, \$4,400; East Hampton, \$400; Hempstead, \$48,300; Huntington, \$600; North Hempstead, \$19,300; Oyster Bay, \$5,900; Southampton, \$11,900; Southold, \$2,300.

LONG ISLAND ELECTRIC RAILWAY COMPANY.

1911. Town: Hempstead, \$20,000.

Village: Cedarhurst, \$10,000.

MALONE LIGHT AND POWER COMPANY.

1911. Town: Malone, \$40,000.

Village: Malone, \$36,000.

MASSENA ELECTRIC LIGHT AND POWER COMPANY.

1911. Town: Massena, \$14,000.
Village: Massena, \$12,500.

MOUNTAIN HOME TELEPHONE COMPANY.

1911. Towns: Harrietstown, \$11,000; North Elba, \$1,000;
St. Armand, \$2,000.
Village: Saranac Lake, \$12,050.

MUNICIPAL GAS COMPANY OF ALBANY.

1907. City: Watervliet, \$40,000.
1908. City: Watervliet, \$40,000.
1909. City: Watervliet, \$50,000.
Towns: Colonie, \$4,000; Green Island, \$9,000.
1910. City: Watervliet, \$50,000.
Towns: Bethlehem, \$4,000; Colonie, \$7,000; Green
Island, \$10,000.
1911. City: Watervliet, \$70,000.
Towns: Bethlehem, \$4,500; Colonie, \$15,000; Green
Island, \$12,000.

NASSAU COUNTY RAILWAY COMPANY.

1911. Town: Oyster Bay, \$13,000.

NASSAU COUNTY WATER COMPANY.

1911. Towns: North Hempstead, \$23,000; Oyster Bay,
\$37,500.

NASSAU AND SUFFOLK LIGHTING COMPANY.

1911. Town: Hempstead, \$220,000.
Villages: Freeport, \$60,000; Hempstead, \$45,000; Rock-
ville Center, \$40,000.

NEWBURGH HOME TELEPHONE COMPANY.

1911. City: Newburgh, \$23,000.
Town: Newburgh, \$1,000.

NEW ENGLAND TELEGRAPH COMPANY.

1901. City: Rochester, \$8,400.
 1902. City: Rochester, \$8,450.
 1903. City: Rochester, \$8,450.
 1904. City: Rochester, \$8,450.
 1905. City: Rochester, \$8,500.
 1906. City: Rochester, \$9,000.
 1907. Cities: Buffalo, \$60,000; Rochester, \$12,000.
 1908. Cities: Buffalo, \$52,000; Rochester, \$12,000.
 Town: Bloomingrove, \$4,650.
 1909. Cities: Buffalo, \$52,000; Jamestown, \$3,500; Rochester, \$15,000.
 1910. Cities: Buffalo, \$52,000; Rochester, \$15,000.

NEW YORK INTER-URBAN WATER COMPANY.

1910. Cities: Mount Vernon, \$275,000; New Rochelle, \$30,000.
 Towns: Eastchester, \$35,000; Harrison, \$42,000; Pelham, \$23,000; Rye, \$18,000; Scarsdale, \$18,500.
 1911. Towns: Mamaroneck, \$93,000; Rye, \$48,000.

NEW YORK AND LONG ISLAND TRACTION COMPANY.

1911. Towns: Hempstead, \$366,700; North Hempstead, \$99,000.
 Villages: Freeport, \$65,000; Floral Park, \$14,000; Hempstead, \$57,000; Lynnbrook, \$12,200; Mineola, \$28,000; Rockville Centre, \$12,500.

NEW YORK TELEPHONE COMPANY.

1910. Towns: Adams, \$6,800; Alabama, \$7,000; Alexander, \$11,000; Alexandria, \$8,500; Allegany, \$5,500; Altamont, \$6,500; Amenia, \$3,550; Amity, \$4,200; Antwerp, \$5,500; Ashford, \$4,500; Athens, \$5,900; Aurelius, \$6,500; Ausable, \$4,000; Avon, \$12,000; Bainbridge, \$2,350; Ballston, \$15,000; Batavia, \$50,000; Belmont, \$3,200; Bergen, \$12,000; Bethany, \$5,000; Bethlehem, \$17,000; Black Brook, \$3,100;

Bombay, \$3,800; Brighton, \$6,700; Bristol, \$5,500; Brookfield, \$2,800; Brownville, \$4,200; Brutus, \$9,000; Burke, \$2,600; Busti, \$3,500; Caledonia, \$14,000; Camillus, \$4,500; Canadice, \$2,200; Canandaigua, \$17,000; Cape Vincent, \$4,700; Carrollton, \$4,500; Cato, \$3,500; Catskill, \$16,000; Cazenovia, \$4,500; Champion, \$5,500; Champlain, \$4,500; Chateaugay, \$2,500; Chatham, \$3,000; Chautauqua, \$5,000; Chazy, \$2,800; Chemung, \$4,000; Chenango, \$2,200; Cherry Creek, \$2,000; Chesterfield, \$5,500; Chili, \$14,000; Cicero, \$2,800; Cincinnatus, \$4,000; Clarkson, \$4,000; Claverack, \$4,900; Clay, \$6,000; Clayton, \$7,000; Clinton, \$4,200; Clymer, \$3,700; Cold Spring, \$2,300; Colonie, \$40,000; Conesus, \$4,000; Conquest, \$2,300; Constable, \$2,800; Copake, \$300; Cortlandville, \$8,800; Coxsackie, \$4,000; Cuyler, \$1,350; Danube, \$6,500; Darien, \$8,500; Davenport, \$2,400; Daton, \$5,000; Denmark, \$4,750; DeRuyter, \$1,200; DeWitt, \$24,500; Diana, \$2,650; Duane, \$2,350; East Bloomfield, \$10,000; Eaton, \$6,500; Elba, \$9,800; Elbridge, \$8,200; Elizabethtown, \$3,500; Ellery, \$5,000; Ellicott, \$8,500; Ellington, \$2,000; Ellisburg, \$6,800; Elmira, \$4,500; Fabius, \$9,900; Fairfield, \$1,500; Farmington, \$5,000; Fishkill, \$43,500; Fleming, \$5,000; Fort Covington, \$4,000; Frankfort, \$3,650; Franklin, \$4,000; Freedom, \$3,100; Friendship, \$2,900; Gates, \$9,000; Geddes, \$20,000; Geneseo, \$13,000; Geneva, \$6,000; German Flats, \$27,500; Germantown, \$2,600; Gerry, \$2,650; Ghent, \$2,200; Gorham, \$4,000; Greece, \$22,000; Greene, \$4,500; Greenfield, \$6,500; Greenport, \$5,300; Groveland, \$6,300; Guilderland, \$3,400; Guilford, \$4,700; Half Moon, \$16,000; Hamilton, \$7,000; Hamlin, \$3,100; Hanover, \$3,000;

Harmony, \$6,300; Harriettstown, \$18,000; Henderson, \$4,200; Henrietta, \$17,000; Herkimer, \$20,000; Hinsdale, \$4,200; Homer, \$17,500; Hopewell, \$5,250; Horseheads, \$11,000; Hounsfield, \$7,500; Hume, \$2,500; Hunter, \$4,000; Hyde Park, \$6,000; Ira, \$2,200; Irondequoit, \$6,000; Jay, \$4,700; Keene, \$8,000; Kinderhook, \$4,300; LaFayette, \$8,400; Ledyard, \$5,500; Leicester, \$7,200; Lenox, \$11,500; LeRay, \$14,300; Leroy, \$19,000; Leyden, \$4,500; Lima, \$7,000; Lincoln, \$1,650; Little Falls, \$5,000; Little Valley, \$3,200; Livingston, \$3,500; Livonia, \$14,400; Lorraine, \$3,500; Lowville, \$3,400; Lyme, \$6,000; Lysander, \$15,650; Machias, \$2,500; Madison, \$2,500; Malone, \$15,000; Manchester, \$6,000; Manheim, \$4,500; Manlius, \$15,000; Marathon, \$3,800; Marcellus, \$5,500; Mendon, \$16,200; Meredith, \$3,000; Milton, \$13,000; Mooers, \$6,000; Moravia, \$6,500; Moreau, \$11,000; Moriah, \$5,000; Mount Morris, \$17,000; Naples, \$10,000; Nelson, \$1,600; New Albion, \$2,400; New Berlin, \$3,800; New Bremen, \$200; Niles, \$4,750; North Dansville, \$10,000; North Elba, \$13,900; North Norwich, \$6,000; Norwich, \$21,500; Oakfield, \$9,000; Ogden, \$18,000; Olean, \$4,000; Onondaga, \$21,150; Ossian, \$100; Otselic, \$1,700; Otto, \$1,300; Owasco, \$2,200; Oxford, \$7,000; Pamela, \$5,200; Parma, \$3,500; Pavilion, \$7,000; Pawling, \$2,750; Penfield, \$9,000; Perinton, \$10,150; Perrysburg, \$3,000; Persia, \$2,300; Peru, \$3,300; Phelps, \$12,000; Philadelphia, \$3,700; Pittsford, \$6,000; Plattsburgh, \$10,000; Pleasant Valley, \$3,200; Plymouth, \$4,700; Pomfret, \$7,800; Pompey, \$2,300; Portland, \$5,000; Poughkeepsie, \$16,500;

Preble, \$3,500; Randolph, \$5,500; Rhinebeck, \$3,650; Richmond, \$6,000; Riga, \$10,000; Rodman, \$3,100; Rush, \$8,500; Russia, \$1,650; Rutland, \$5,000; Salamanca, \$10,500; Salina, \$8,000; Santa Clara, \$2,000; Saranac, \$3,700; Saratoga, \$13,500; Saratoga Springs, \$50,000; Schuyler, \$1,800; Scio, \$3,500; Scipio, \$5,500; Scott, \$3,500; Sempronius, \$6,500; Seneca, \$8,500; Sennett, \$4,500; Sherburne, \$3,000; Sheridan, \$4,500; Skaneateles, \$5,500; Smithfield, \$1,600; Solon, \$3,500; South Bristol, \$2,500; Sparta, \$2,200; Springport, \$9,500; Springwater, \$8,000; Stark, \$1,600; St. Armand, \$4,100; Stillwater, \$10,000; Stockbridge, \$2,300; Stockport, \$4,000; Stuyvesant, \$4,200; Summerhill, \$1,500; Sweden, \$13,500; Sydney, \$2,200; Theresa, \$4,000; Ticonderoga, \$3,500; Truxton, \$2,300; Tully, \$7,200; Union, \$6,500; Van Buren, \$11,000; Veteran, \$3,000; Victor, \$9,500; Warren, \$1,700; Washington, \$6,500; Waterford, \$12,000; Watertown, \$9,000; Webster, \$18,000; Wellsville, \$12,500; West Bloomfield, \$6,500; Westfield, \$3,500; Westport, \$6,000; West Sparta, \$2,700; West Turin, \$1,000; Westville, \$4,200; Wheatland, \$13,000; Willsboro, \$3,200; Wilna, \$1,700; Wilton, \$3,400; Winfield, \$2,000; York, \$1,300.

Villages: Adams, \$1,000; Alexander, \$5,000; Alexandria Bay, \$1,200; Allegany, \$3,000; Altamont, \$1,000; Antwerp, \$1,000; Athens, \$2,000; Aurora, \$1,500; Avon, \$5,000; Bainbridge, \$750; Baldwinsville, \$14,000; Ballston Spa, \$15,800; Batavia, \$3,500; Belleville, \$250; Belmont, \$750; Bergen, \$3,000; Black River, \$2,500; Bloomingdale, \$250; Brockport, \$7,000; Brocton, \$1,300; Brookfield, \$150; Brownville, \$400; Caledonia, \$4,500; Camillus,

\$50; Canandaigua, \$650; Canistota, \$5,000; Cape Vincent, \$2,800; Carthage, \$600; Cato, \$150; Catskill, \$7,500; Cattaraugus, \$300; Cayuga, \$400; Cazenovia, \$700; Celeron, \$3,250; Champlain, \$200; Charlotte, \$10,000; Chateaugay, \$800; Chatham, \$2,300; Chaumont, \$1,000; Cherry Creek, \$1,000; Churchville, \$2,500; Clayton, \$2,000; Clifton Springs, \$350; Constableville, \$200; Copenhagen, \$300; Coxsackie, \$600; Dansville, \$9,000; DeRuyter, \$150; Dexter, \$150; Dolgeville, \$450; Earlville, \$425; East Randolph, \$400; East Rochester, \$75; East Syracuse, \$2,500; Eastwood, \$50; Elba, \$2,525; Elbridge, \$500; Elizabethtown, \$1,400; Ellisburg, \$250; Elmira Heights, \$2,350; Endicott, \$2,400; Fabius, \$3,500; Fairport, \$4,600; Fayetteville, \$6,400; Fishkill, \$6,500; Fishkill Landing, \$11,500; Forestville, \$700; Fort Covington, \$1,000; Frankfort, \$100; Fredonia, \$5,000; Friendship, \$300; Geneseo, \$5,075; Glen Park, \$100; Gowanda, \$775; Greene, \$600; Hamilton, \$775; Henderson, \$150; Herkimer, \$18,025; Hilton, \$150; Homer, \$7,000; Honeoye Falls, \$6,000; Horseheads, \$4,500; Ilion, \$10,700; Jordan, \$3,000; Keeseville (Clinton), \$1,200; Keeseville (Essex), \$1,650; Kinderhook, \$700; Lake Placid, \$5,000; Lakewood, \$1,600; Leroy, \$6,000; Lestershire, \$1,500; Lima, \$1,000; Limestone, \$700; Little Valley, \$700; Liverpool, \$2,500; Livonia, \$5,000; Lowville, \$1,000; Malone, \$8,000; Manchester, \$300; Manlius, \$1,600; Mannsville, \$250; Marathon, \$2,000; Marcellus, \$600; Matteawan, \$15,500; Mayville, \$1,000; McGrawville, \$2,075; Mechanicville, \$11,100; Meridian, \$200; Millbrook, \$2,025; Mohawk, \$15,800; Mooers, \$400; Moravia, \$3,250; Morrisville, \$300; Moscow, \$350;

Mount Morris, \$4,000; Naples, \$4,300; New Berlin, \$500; Norwich, \$16,000; Oakfield, \$1,650; Oxford, \$1,200; Panama, \$1,300; Pawling, \$1,700; Phelps, \$3,500; Philadelphia, \$600; Philmont, \$1,000; Pittsford, \$1,000; Pleasant Valley, \$500; Poland, \$250; Port Henry, \$750; Port Leyden, \$300; Randolph, \$3,000; Rouses Point, \$700; Rushville, \$500; Sacketts Harbor, \$750; Salamanca, \$6,500; Saranac Lake, \$10,200; Saratoga Springs, \$45,000; Schuylerville, \$1,200; Sherburne, \$650; Shortsville, \$600; Silver Creek, \$800; Skaneateles, \$1,500; Solvay, \$12,000; South Glens Falls, \$3,200; Spencerport, \$2,300; Stillwater, \$1,500; Sydney, \$450; Tannersville, \$700; Theresa, \$200; Ticonderoga, \$250; Tully, \$2,500; Tupper Lake, \$3,500; Union, \$400; Union Springs, \$3,000; Valatie, \$2,650; Victory Mills, \$500; Wampsville, \$250; Waterford, \$7,200; Webster, \$6,500; Weedsport, \$4,500; Wellsville, \$7,500; West Carthage, \$1,500; Westfield, \$1,200; Westport, \$1,000; West Salamanca, \$1,200; West Winfield, \$500.

1911. Towns: Ballston, \$15,000; Charlton, \$300; Clifton Park, \$300; Corinth, \$1,800; Galway, \$200; Greenfield, \$8,000; Half Moon, \$23,000; Malta, \$2,500; Milton, \$16,000; Moreau, \$14,000; Northumberland, \$1,100; Saratoga, \$18,000; Saratoga Springs, \$60,000; Stillwater, \$10,500; Waterford, \$14,800; Wilton, \$5,000.

1911. Villages: Ballston, \$1,500; Ballston Spa, \$9,200; Corinth, \$400; Mechanicville, \$18,500; Saratoga Springs, \$50,000; Schuylerville, \$5,200; South Glens Falls, \$4,800; Stillwater, \$1,500; Victory Mills, \$1,000; Waterford, \$10,000.

NEW YORK AND PENNSYLVANIA TELEPHONE AND TELEGRAPH COMPANY.

1908. City: Elmira, \$88,500.

NEW YORK AND VERMONT TELEPHONE COMPANY.

1911. Town: Granville, \$6,700.
Village: Granville, \$5,200.

NIAGARA COUNTY HOME TELEPHONE COMPANY.

1911. Cities: Lockport, \$20,000; Niagara Falls, \$40,000.

NIAGARA FALLS HYDRAULIC POWER AND MANUFACTURING
COMPANY.

1908. City: Niagara Falls, \$185,400.

NIAGARA LIGHT, HEAT AND POWER COMPANY.

1911. Cities: North Tonawanda, \$31,160; Tonawanda,
\$34,200.
Towns: Amherst, \$4,560; Tonawanda, \$6,840.

NORTHERN POWER COMPANY.

1911. Towns: Canton, \$17,000; DeKalb, \$9,000; Gouverneur,
\$10,000; Lisbon, \$7,700; Oswegathchie, \$3,500;
Potsdam, \$6,700.

NORTHERN WESTCHESTER LIGHTING COMPANY.

1911. Towns: Cortland, \$14,500; Mount Pleasant, \$40,000;
New Castle, \$5,000; Ossining, \$184,500.

NORTHPORT TRACTION COMPANY.

1911. Town: Huntington, \$9,500.

NORWICH GAS AND ELECTRIC COMPANY.

1911. Town: Norwich, \$40,000.
Village: Norwich, \$40,000.

ONEIDA RAILWAY COMPANY.

1911. City: Oneida, \$100,200.

ONEONTA LIGHT AND POWER COMPANY.

1911. City: Oneonta, \$65,000.

ORANGE COUNTY LIGHTING COMPANY.

1911. City: Middletown, \$110,000.

1912. City: Middletown, \$110,000.

ORANGE COUNTY TELEPHONE COMPANY.

1912. City: Middletown, \$27,000.

ORANGE COUNTY TRACTION COMPANY.

1911. City: Newburgh, \$140,000.

Towns: Montgomery, \$53,000; Newburgh, \$55,000.

Village: Walden, \$13,000.

OWEGO GAS LIGHT COMPANY.

1911. Town: Owego, \$9,000.

Village: Owego, \$9,000.

PEEKSKILL LIGHTING AND RAILROAD COMPANY.

1911. Towns: Cortland, \$261,000; Yorktown, \$1,600.

PENN YAN GAS LIGHT COMPANY.

1911. Town: Milo, \$10,000.

Village: Penn Yan, \$10,000.

PENN YAN TELEPHONE COMPANY.

1910. Town: Milo, \$8,000.

PEOPLE'S GAS LIGHT AND COKE COMPANY.

1907. City: Buffalo, \$65,000.

1908. City: Buffalo, \$65,000.

1909. City: Buffalo, \$65,000.

1910. City: Buffalo, \$65,000.

1911. City: Buffalo, \$65,000.

PLATTSBURGH GAS AND ELECTRIC COMPANY.

1911. City: Plattsburgh, \$37,000.

Town: Plattsburgh, \$2,000.

PORT JERVIS LIGHT AND POWER COMPANY.

1911. City: Port Jervis, \$80,000.

PORT JERVIS TELEPHONE COMPANY.

1911. City: Port Jervis, \$20,000.

PORT JERVIS TRACTION COMPANY.

1911. City: Port Jervis, \$40,000.

PORT JERVIS WATER WORKS COMPANY.

1911. City: Port Jervis, \$95,000.

POTSDAM ELECTRIC LIGHT AND POWER COMPANY.

1911. Town: Potsdam, \$15,000.

POUGHKEEPSIE CITY AND WAPPINGERS FALLS ELECTRIC RAILWAY
COMPANY.

1911. Town: Poughkeepsie, \$75,000.

Village: Wappingers Falls, \$8,000.

RENSSELAER HOME TELEPHONE COMPANY.

1911. City: Rensselaer, \$13,000.

Town: East Greenbush, \$1,000.

ROCKLAND LIGHT AND POWER COMPANY.

1911. Towns: Clarkstown, \$34,000; Haverstraw, \$27,100;
Orangetown, \$118,700; Ramapo, \$24,000; Stony
Point, \$7,000.

Villages: Grand View, \$6,600; Haverstraw, \$20,000;
Nyack, \$45,000; Piermont, \$6,500; South
Nyack, \$28,600; Spring Valley, \$15,000; Upper
Nyack, \$8,000; West Haverstraw, \$7,000.

ROME GAS AND ELECTRIC LIGHT AND POWER COMPANY.

1911. City: Rome, \$220,000.

SALAMANCA GAS COMPANY.

1910. Towns: Great Valley, \$5,000; Salamanca, \$35,000.

SALAMANCA TELEPHONE AND TELEGRAPH COMPANY.

1910. Town: Salamanca, \$7,000.

SCHENECTADY HOME TELEPHONE COMPANY.

1911. City: Schenectady, \$82,000.
Towns: Glenville, \$2,400; Rotterdam, \$2,100.
Village: Scotia, \$1,550.

SCHENECTADY RAILWAY COMPANY.

1911. City: Schenectady, \$1,100,000.
Towns: Colonie, \$360,000; Glenville, \$74,800; Milton, \$37,000; Niskayuna, \$170,000; Rotterdam, \$63,000.

SENECA COUNTY HOME TELEPHONE COMPANY.

1911. Towns: Fayette, \$300; Seneca Falls, \$15,000; Waterloo, \$6,500.
Villages: Seneca Falls, \$9,000; Waterloo, \$6,000.

ST. LAWRENCE WATER COMPANY.

1911. Town: Massena, \$35,000.
Village: Massena, \$28,000.

SUFFOLK GAS AND ELECTRIC LIGHT COMPANY.

1911. Town: Islip, \$45,000.

SUMPWAMS WATER COMPANY.

1911. Town: Babylon, \$34,500.

SYRACUSE LIGHTING COMPANY.

1911. City: Syracuse, \$2,425,000.
Towns: DeWitt, \$39,000; Geddes, \$20,000.
Villages: East Syracuse, \$15,000; Eastwood, \$15,000.

SYRACUSE RAPID TRANSIT RAILWAY COMPANY.

1911. City: Syracuse, \$2,800,000.
Towns: DeWitt, \$73,800; Geddes, \$70,000; Manlius, \$9,000; Onondaga, \$110,000; Salina, \$42,000.

SYRACUSE AND SUBURBAN RAILROAD COMPANY.

1911. City: Syracuse, \$145,000.
Towns: DeWitt, \$22,000; Manlius, \$52,000.

TARRYTOWN, WHITE PLAINS AND MAMARONECK RAILWAY.
COMPANY.

1904. Town: Scarsdale, \$27,000.
1905. Town: Scarsdale, \$30,000.

TROY GAS COMPANY.

1907. City: Troy, \$640,500.

TUPPER LAKE WATER COMPANY.

1911. Town: Altamont, \$29,000.
Village: Tupper Lake, \$20,000.

UNITED GAS, ELECTRIC LIGHT AND FUEL COMPANY.

1911. Towns: Fort Edward, \$26,000; Kingsbury, \$25,000;
Moreau, \$16,000.
Villages: Fort Edward, \$20,000; Hudson Falls, \$25,000;
South Glens Falls, \$10,000.

UNITED NATURAL GAS COMPANY.

1910. Cities: Lackawanna, \$39,000; Olean, \$6,000.
Towns: Aurora, \$27,000; Collins, \$33,000; Eden,
\$67,000; East Hamburg, \$21,000; Elma,
\$3,500; Genesee, \$1,200; Hamburg, \$120,000;
Lancaster, \$1,400; Little Valley, \$19,000;
North Collins, \$13,000; Olean, \$3,100; Sala-
manca, \$11,500; Wellsville, \$5,800; West Sen-
eca, \$37,000.

UNITED TRACTION COMPANY.

1902. Town: Bethlehem, \$3,000.
1903. Town: Bethlehem, \$3,000.
1906. Town: Bethlehem, \$4,000.
1911. Cities: Albany, \$2,500,000; Cohoes, \$160,000; Rens-
selaer, \$125,000; Watervliet, \$210,000.
Towns: Colonie, \$100,000; Green Island, \$110,000;
Waterford, \$113,800.
Village: Waterford, \$47,800.

UTICA AND MOHAWK VALLEY RAILWAY COMPANY.

1911. Cities: Little Falls, \$55,000; Rome, \$75,000; Utica, \$1,000,000.

Towns: Deerfield, \$22,000; Frankfort, \$34,500; German Flats, \$78,500; Herkimer, \$32,000; New Hartford, \$109,000; Vernon, \$15,000; Whitestown, \$152,500.

WALLKILL TRANSIT COMPANY.

1911. City: Middletown, \$50,000.

1912. City: Middletown, \$50,000.

WATERTOWN LIGHT AND POWER COMPANY.

1911. City: Watertown, \$215,000.

WATER WORKS COMPANY OF SENECA FALLS.

1911. Town: Seneca Falls, \$108,000.

Village: Seneca Falls, \$80,700.

WATERFORD WATER WORKS COMPANY.

1911. Town: Waterford, \$20,000.

WEST SHORE HOME TELEPHONE COMPANY.

1911. Town: Catskill, \$12,500.

Village: Catskill, \$11,000.

WESTCHESTER LIGHTING COMPANY.

1910. City: New Rochelle, \$515,000.

Village: Rye, \$125,700.

1911. City: Yonkers, \$875,000.

Towns: Bedford, \$14,000; Eastchester, \$100,000; Harrison, \$63,000; Mamaroneck, \$233,000; Mount Pleasant, \$56,000; New Castle, \$35,000; North Castle, \$900; Pelham, \$186,000; Rye, \$453,000.

Villages: Scarsdale, \$25,000; White Plains, \$260,000.

WESTERN NEW YORK AND PENNSYLVANIA RAILWAY COMPANY.

1908. City: Rochester, \$82,100.

WHITESBORO WATER WORKS COMPANY.

1911. Town: Whitestown, \$3,000.

YONKERS ELECTRIC LIGHT AND POWER COMPANY.

1910. City: Yonkers, \$200,000.

YORK STATE TELEPHONE COMPANY.

1911. Cities: Binghamton, \$70,000; Elmira, \$56,000.

Towns: Barker, \$2,000; Big Flats, \$200; Candor, \$1,800; Chenango, \$2,500; Dickenson, \$1,300; Elmira, \$2,200; Erin, \$2,000; Horseheads, \$10,500; Kirkwood, \$1,800; Lisle, \$800; Owego, \$350; Spencer, \$2,800; Southport, \$500; Triangle, \$800; Union, \$9,500; Van Etten, \$1,000; Vestal, \$100; Veteran, \$250; Windsor, \$2,000.

Villages: Candor, \$200; Elmira Heights, \$4,000; Endicott, \$2,000; Horseheads, \$3,900; Lestershire, \$4,000; Lisle, \$350; Owego, \$100; Port Dickenson, \$200; Spencer, \$300; Union, \$1,500; Van Etten, \$500; Whitney's Point, \$800.

PENDING SPECIAL FRANCHISE TAX PROCEEDINGS.

ALBANY AND SUSQUEHANNA RAILROAD COMPANY.

1908. City: Oneonta, \$41,700.

AMERICAN TELEPHONE AND TELEGRAPH COMPANY.

1907. City: Troy, \$28,950.

1908. Cities: Rochester, \$12,000; Troy, \$28,950.

1911. Cities: Rochester, \$15,000; Troy, \$30,000.

AMITYVILLE ELECTRIC LIGHT COMPANY.

1910. Town: Oyster Bay, \$1,500.

AVON, GENESEO AND MOUNT MORRIS RAILROAD COMPANY.

1908. Town: Avon, \$2,800.

1909. Town: Avon, \$3,100.

1910. Town: Avon, \$3,100.

1911. Town: Avon, \$3,100.

BATAVIA HOME TELEPHONE COMPANY.

1911. Village: Batavia, \$12,000.

BOSTON AND MAINE RAILROAD COMPANY.

1910. City: Troy, \$217,500.

1911. City: Troy, \$215,400.

BUFFALO CREEK RAILROAD COMPANY.

1908. City: Buffalo, \$166,922.

1909. City: Buffalo, \$186,600.

1910. City: Buffalo, \$135,700.

1911. City: Buffalo, \$141,700.

BUFFALO GENERAL ELECTRIC COMPANY.

1911. City: Buffalo, \$2,225,000.

BUFFALO AND LACKAWANNA TRACTION COMPANY.

1910. City: Buffalo, \$177,000.

1911. City: Buffalo, \$497,000.

BUFFALO AND LAKE ERIE TRACTION COMPANY.

1908. City: Dunkirk, \$160,000.

Towns: Pomfret, \$55,000; Westfield, \$65,000.

1909. Towns: Hanover, \$26,900; Pomfret, \$65,000; Westfield, \$130,000.

1910. City: Dunkirk, \$160,000.

Towns: Hanover, \$26,900; Pomfret, \$105,000; Westfield, \$130,000.

1911. Cities: Dunkirk, \$160,000; Lackawanna, \$150,000.

Towns: Evans, \$27,000; Hamburg, \$71,500; Hanover, \$26,900; Pomfret, \$122,800; Portland, \$83,000; Ripley, \$44,000; Westfield, \$130,000.

BUFFALO, LOCKPORT AND ROCHESTER RAILROAD COMPANY.

1911. Towns: Albion, \$30,400; Royalton, \$9,300.

BUFFALO NATURAL GAS FUEL COMPANY.

1911. City: Buffalo, \$1,500,000.

BUFFALO, ROCHESTER AND PITTSBURGH RAILWAY COMPANY.

1908.	City:	Rochester, \$44,900.
1909.	City:	Rochester, \$46,900.
1910.	City:	Rochester, \$47,500.
1911.	City:	Rochester, \$60,800.

BUFFALO SOUTHERN RAILWAY COMPANY.

1911.	City:	Lackawanna, \$20,000.
	Towns:	East Hamburg, \$48,000; Hamburg, \$40,000; West Seneca, \$80,000.

BUFFALO AND SUSQUEHANNA RAILWAY COMPANY.

1908.	City:	Buffalo, \$35,175.
	Towns:	Concord, \$1,400; Hamburg, \$5,800.
1909.	City:	Buffalo, \$37,800.

CATARACT POWER AND CONDUIT COMPANY.

1911.	City:	Buffalo, \$2,075,000.
-------	-------	-----------------------

CENTRAL NEW ENGLAND RAILWAY COMPANY.

1909.	City:	Poughkeepsie, \$720,100.
-------	-------	--------------------------

CENTRAL VERMONT RAILWAY COMPANY.

1911.	Town:	Champlain, \$18,500.
-------	-------	----------------------

COMMERCIAL UNION TELEPHONE COMPANY.

1908.	City:	Troy, \$115,000.
1909.	City:	Troy, \$115,000.
1910.	City:	Troy, \$115,000.
1911.	City:	Troy, \$125,000.

CONSOLIDATED ELECTRIC COMPANY.

1911.	Towns:	Cambridge, \$3,500; Easton, \$3,300; Greenwich, \$13,000; Jackson, \$700; Northumberland, \$500; Saratoga, \$8,100; White Creek, \$4,000.
	Villages:	Cambridge, \$5,800; Greenwich, \$11,100; Schuy- lerville, \$6,000; Victory Mills, \$1,600.

DELAWARE, LACKAWANNA AND WESTERN RAILROAD COMPANY.

1900. Towns: Alden, \$2,500; Alexander, \$2,100; Ashland, \$300; Avoca, \$3,500; Barton, \$7,000; Bath, \$4,500; Bethany, \$1,425; Big Flats, \$11,000; Bridgewater, \$900; Brookfield, \$100; Campbell, \$1,800; Candor, \$1,400; Caroline, \$600; Chemung, \$125; Cohocton, \$4,500; Columbia, \$525; Conklin, \$2,050; Corning, \$800; Danby, \$100; Dansville, \$700; Darien, \$1,125; Elmira, \$400; Erwin, \$1,200; Granby, \$2,400; Greene, \$1,000; Groveland, \$625; Hamilton, \$1,050; Horseheads, \$4,800; Ithaca, \$500; Lancaster, \$650; Leicester, \$5,900; Marshall, \$350; Mount Morris, \$209; New Hartford, \$800; Nichols, \$1,500; Norwich, \$5,000; Owego, \$7,790; Oxford, \$600; Pavilion, \$1,650; Paris, \$1,800; Plainfield, \$200; Richfield, \$400; Sangerfield, \$600; Sherburne, \$600; Sparta, \$6,000; Tioga, \$200; Union, \$2,500; Van Buren, \$2,120; Vestal, \$1,300; Wayland, \$600; Winfield, \$975; York, \$5,800.
1907. City: Buffalo, \$135,000.
1908. Cities: Binghamton (N. Y., L. & W.), \$56,300; Binghamton (S. B. & N. Y.), \$11,700; Buffalo, \$789,255; Elmira, \$48,400; Oswego, \$135,000; Syracuse (O. & S.), \$80,000.
1909. Cities: Binghamton (N. Y., L. & W.), \$91,800; Binghamton (S. B. & N. Y.), \$91,800; Buffalo, \$1,400,000; Elmira, \$48,400; Ithaca, \$19,400; Oswego, \$119,100; Syracuse (S. B. & N. Y.), \$89,600; Syracuse (O. & S.), \$29,300; Utica, \$83,400.
1910. Cities: Binghamton (N. Y., L. & W.), \$91,800; Binghamton (S. B. & N. Y.), \$91,800; Buffalo, \$949,800; Elmira, \$48,400; Ithaca, \$19,400; Oswego, \$119,100; Syracuse (O. & S.), \$23,400; Syracuse (S. B. & N. Y.), \$111,400; Utica, \$83,400.

1910. Towns: Candor, \$900; Lysander, \$23,000; Owego, \$10,600; Union, \$28,400; Van Buren, \$25,000.

1911. Cities: Binghamton (N. Y., L. & W.), \$94,500; Binghamton (S. B. & N. Y.), \$17,300; Buffalo, \$997,700; Corning, \$18,600; Cortland, \$19,400; Elmira, \$49,700; Fulton, \$6,700; Ithaca, \$22,200; Oswego, \$120,400; Syracuse (O. & S.), \$23,400; Syracuse (S. B. & N. Y.), \$115,500; Utica, \$83,400.

Towns: Avoca, \$9,600; Bath, \$4,700; Bridgewater, \$500; Candor, \$3,400; Cheektowaga, \$7,700; Cohocton, \$4,400; Cortlandville, \$1,600; Dickinson, \$1,400; Elmira, \$1,000; Erwin, \$1,600; Greene, \$1,900; Homer, \$14,100; Horseheads, \$23,300; Lancaster, \$6,400; Leicester, \$2,000; Lisle, \$3,800; Lysander, \$23,000; Marathon, \$3,300; Nichols, \$2,600; Norwich, \$24,700; Owego (C. & S.), \$10,400; Owego (N. Y., L. & W.), \$7,800; Oxford, \$2,900; Paris, \$2,400; Sangerfield, \$2,900; Sherburne, \$800; Triangle, \$3,200; Tully, \$1,200; Union, \$32,400; Van Buren, \$25,000; Winfield, \$1,700.

Village: Mount Morris, \$1,100.

DELAWARE AND HUDSON COMPANY.

1908. Cities: Albany, \$203,500; Schenectady, \$114,000.

Towns: Black Brook, \$18,750; Fort Edward, \$53,200; Plattsburg, \$29,500; Saratoga Springs, \$79,400; Whitehall, \$38,900.

1909. City: Troy, \$200,000.

1910. Cities: Albany, \$215,200; Glens Falls, \$11,800; Oneonta, \$53,000; Schenectady, \$131,400; Troy, \$217,500; Troy (Bridge), \$100,000.

Towns: Black Brook, \$12,000; Champlain, \$6,100; Fort Edward, \$55,000; Half Moon, \$14,500; Harrietstown, \$7,200; Milton, \$24,400; Plattsburg, \$16,000; Saratoga Springs, \$74,900; Ticonderoga, \$8,300; Unadilla, \$10,300; Waterford, \$13,300; Whitehall, \$99,200.

1911. Cities: Albany, \$221,300; Binghamton, \$14,900; Cohoes, \$24,800; Oneonta, \$60,500; Schenectady, \$146,600; Troy, \$217,500; Watervliet, \$24,700.

Towns: Afton, \$6,200; Bainbridge, \$5,300; Black Brook, \$12,000; Champlain, \$6,100; Cobleskill, \$15,200; Fort Ann, \$8,200; Fort Edward, \$56,400; Granville, \$7,300; Half Moon, \$19,500; Harriettstown, \$8,800; Kingsbury, \$8,700; Milton, \$24,400; Mooers, \$2,900; Moreau, \$4,300; Otsego, \$1,400; Plattsburg, \$22,600; Salem, \$3,600; Saratoga Springs, \$75,900; Sidney, \$7,500; Ticonderoga, \$8,300; Unadilla, \$12,900; Waterford, \$20,300; Whitehall, \$110,700.

DUNKIRK HOME TELEPHONE COMPANY.

1911. City: Dunkirk, \$15,000.

DUNKIRK STREET RAILWAY COMPANY.

1908. City: Dunkirk, \$160,000.

1910. City: Dunkirk, \$140,000.

1911. City: Dunkirk, \$125,000.

EDENWALD STREET RAILWAY COMPANY.

1907. Town: Eastchester, \$1,500.

EDISON ELECTRIC LIGHT AND POWER COMPANY OF AMSTERDAM.

1906. City: Amsterdam, \$48,000.

ELMIRA AND LAKE ONTARIO RAILROAD COMPANY.

1908. Towns: Arcadia, \$25,700; Canandaigua, \$12,400; Dix, \$3,900; Horseheads, \$10,700; Milo, \$12,700; Montour, \$1,500; Reading, \$3,600.

1909. Towns: Arcadia, \$22,000; Canandaigua, \$11,900; Dix, \$3,000; Horseheads, \$9,000; Milo, \$8,000; Montour, \$1,200; Reading, \$2,600.

1910. Towns: Arcadia, \$19,700; Canandaigua, \$11,100; Dix, \$2,800; Horseheads, \$8,000; Milo, \$8,000; Montour, \$1,200; Reading, \$700.

1911. Towns: Arcadia, \$21,100; Benton, \$400; Canandaigua, \$11,100; Dix, \$3,100; Horseheads, \$8,000; Milo, \$8,700; Montour, \$1,200; Reading, \$700.

ELMIRA WATER, LIGHT AND RAILROAD COMPANY.

1904. City: Elmira, \$699,000.

ELMIRA AND WILLIAMSPORT RAILROAD COMPANY.

1910. City: Elmira, \$10,800.

1911. City: Elmira, \$10,800.

ERIE RAILROAD COMPANY.

1907. City: Buffalo, \$25,500.

1908. Cities: Binghamton, \$77,500; Buffalo, \$404,395; Corning, \$59,100; Elmira, \$61,200; Hornell, \$33,600; Jamestown, \$61,400; Middletown, \$32,000; Newburgh, \$30,800; Niagara Falls, \$52,600; North Tonawanda, \$69,500; Olean, \$4,500; Port Jervis, \$31,000; Tonawanda, \$27,800.

Towns: Attica, \$960; Avon, \$9,500; Barton, \$9,300; Batavia, \$15,500; Chester, \$16,000; Friendship, \$7,500; Goshen, \$10,500; Lancaster, \$5,300; Little Valley, \$4,000; Niagara, \$4,800; Owego, \$9,300; Persia, \$7,700; Ramapo, \$18,700; Union, \$19,300; Wellsville, \$12,500.

1909. Cities: Binghamton, \$96,400; Buffalo, \$481,800; Corning, \$59,100; Elmira, \$61,200; Hornell, \$51,600; Jamestown, \$32,300; Middletown, \$37,100; Newburgh, \$29,500; Niagara Falls, \$109,300; North Tonawanda, \$66,500; Olean, \$6,200; Port Jervis, \$32,500; Tonawanda, \$29,000.

Towns: Attica, \$12,900; Avon, \$9,500; Barton, \$5,300; Batavia, \$16,600; Chester, \$10,000; Goshen, \$11,000; Lancaster, \$5,300; Niagara, \$4,400; Owego, \$9,900; Persia, \$8,600; Ramapo, \$19,000; Union, \$17,200; Wellsville, \$5,800.

1910. Cities: Binghamton, \$96,400; Buffalo, \$472,200; Corning, \$59,100; Elmira, \$61,400; Hornell, \$51,600; Jamestown, \$32,300; Middletown, \$37,100; Newburgh, \$29,500; Niagara Falls, \$109,300; North Tonawanda, \$66,300; Olean, \$6,200; Port Jervis, \$32,500; Tonawanda, \$29,000.

Towns: Attica, \$11,700; Avon, \$9,500; Barton, \$5,300; Batavia, \$15,500; Chester, \$10,000; Goshen, \$11,000; Lancaster, \$5,300; Niagara, \$4,400; Orangetown, \$1,800; Owego, \$10,700; Persia, \$8,800; Ramapo, \$8,400; Union, \$17,400; Wellsville, \$5,800.

1911. Cities: Binghamton, \$112,700; Buffalo, \$560,300; Corning, \$66,200; Elmira, \$123,500; Hornell, \$54,800; Jamestown, \$41,600; Middletown, \$56,600; Newburgh, \$29,500; Niagara Falls, \$107,100; North Tonawanda, \$70,200; Olean, \$6,200; Port Jervis, \$35,300; Tonawanda, \$33,600.

Towns: Attica, \$13,200; Avon, \$9,500; Barton, \$28,000; Batavia, \$12,000; Chester, \$14,700; Erwin, \$11,900; Goshen, \$16,300; Lancaster, \$12,400; Niagara, \$4,600; Orangetown, \$1,800; Owego, \$19,200; Persia, \$8,800; Ramapo, \$24,800; Union, \$30,600; Wellsville, \$17,600.

FEDERAL TELEPHONE AND TELEGRAPH COMPANY.

1909. City: Buffalo, \$651,200.

1910. City: Buffalo, \$652,000.

1911. Cities: Buffalo, \$665,000; Corning, \$25,000; Hornell, \$28,000; Ithaca, \$35,000.

Towns: Aurora, \$16,000; Barton, \$6,200; Bath, \$15,000; Cherry Creek, \$6,500; Collins, \$9,500; Hamburg, \$9,500; LeRoy, \$16,000; Milo, \$12,000; North Dansville, \$9,500; Persia, \$7,500; Phelps, \$11,500; Ridgeway, \$8,000; Royalton, \$11,000; Rush, \$17,000; Salamanca, \$1,000; Shelby, \$8,000; Wheatland, \$10,500.

FITCHBURG RAILROAD COMPANY.

1908. City: Troy, \$31,400.
1910. City: Troy, \$31,400.
1911. City: Troy, \$31,400.

FONDA, JOHNSTOWN AND GLOVERSVILLE RAILROAD COMPANY.

1907. Town: Amsterdam, \$12,000.
1910. Town: Amsterdam, \$22,000.
1911. Towns: Amsterdam, \$22,000; Mohawk, \$10,000.

GENEVA TELEPHONE COMPANY.

1911. City: Geneva, \$16,000.

GOSHEN AND DECKERTOWN RAILROAD COMPANY.

1908. Town: Goshen, \$1,400.
1909. Town: Goshen, \$1,400.
1910. Town: Goshen, \$1,400.
1911. Town: Goshen, \$1,900.

GRAND TRUNK RAILWAY COMPANY OF CANADA.

1908. City: Buffalo, \$30,360.
1909. City: Buffalo, \$26,100.
1910. City: Buffalo, \$22,500.
1911. City: Buffalo, \$22,500.

GREEN ISLAND WATER SUPPLY COMPANY.

1907. Town: Green Island, \$14,000.

HANOVER TELEPHONE COMPANY.

1911. Town: Hanover, \$7,500.

HORNELLVILLE TELEPHONE COMPANY.

1907. City: Hornell, \$18,000.

HUDSON RIVER BRIDGE COMPANY.

1907. City: Albany, \$220,470.
1908. Cities: Albany, \$798,700; Rensselaer, \$480,000.
1909. Cities: Albany, \$781,500; Rensselaer, \$630,000.
1910. Cities: Albany, \$781,500; Rensselaer, \$285,000.
1911. Cities: Albany, \$781,500; Rensselaer, \$285,000.

HUDSON RIVER TELEPHONE COMPANY.

1907. City: Troy, \$103,200.

1908. City: Troy, \$115,500.

HUNTINGTON RAILROAD COMPANY.

1900. Town: Huntington, \$17,500.

INTERNATIONAL BRIDGE COMPANY.

1908. City: Buffalo, \$36,440.

1909. City: Buffalo, \$42,300.

1910. City: Buffalo, \$44,200.

1911. City: Buffalo, \$44,200.

INTER-OCEAN TELEPHONE AND TELEGRAPH COMPANY.

1907. City: Rochester, \$5,000.

Towns: Aurora, \$11,300; Murray, \$7,000.

ITHACA STREET RAILWAY COMPANY.

1911. City: Ithaca, \$125,000.

ITHACA TELEPHONE COMPANY.

1907. City: Ithaca, \$28,000.

JAMAICA WATER SUPPLY COMPANY.

1911. Towns: Hempstead, \$48,000; North Hempstead,
\$10,000.

Village: Floral Park, \$23,000.

JAMESTOWN, CHAUTAUQUA AND LAKE ERIE RAILWAY COMPANY.

1910. Town: Westfield, \$6,200.

1911. Town: Westfield, \$6,200.

JOHN JOHNSTON.

1910. City: Mount Vernon, \$20,000.

1911. City: Mount Vernon, \$20,000.

KEESEVILLE ELECTRIC COMPANY.

1911. Village: Keeseville, \$9,000.

KINGSTON CONSOLIDATED RAILWAY COMPANY.

1911. City: Kingston, \$175,000.

LAKE SHORE AND MICHIGAN SOUTHERN RAILWAY COMPANY.

1911. Cities: Buffalo, \$62,100; Dunkirk, \$78,900; Lackawanna, \$44,000.

LARCHMONT WATER COMPANY.

1904. Town: Mamaroneck, \$37,000.

1905. Town: Mamaroneck, \$37,000.

1906. Town: Mamaroneck, \$43,000.

1907. Town: Mamaroneck, \$53,900.

1908. Town: Mamaroneck, \$45,000.

1909. Town: Mamaroneck, \$45,000.

LEHIGH VALLEY RAILWAY COMPANY.

1908. City: Buffalo, \$303,570.

1909. City: Buffalo, \$336,600.

1910. City: Buffalo, \$328,800.

1911. City: Buffalo, \$350,500.

LITTLE FALLS AND DOLGEVILLE RAILROAD COMPANY.

1908. City: Little Falls, \$2,600.

EDWARD MCCREARY & M. D. POWERS.

1903. City: Cohoes, \$5,000.

WILLIAM H. MINER.

1911. Town: Chazy, \$500.

MIDDLETOWN, UNIONVILLE AND WATER GAP RAILROAD COMPANY.

1908. City: Middletown, \$5,500.

MONTGOMERY AND ERIE RAILROAD COMPANY.

1908. Town: Goshen, \$3,900.

1909. Town: Goshen, \$3,900.

1910. Town: Goshen, \$3,900.

1911. Town: Goshen, \$4,500.

MUNICIPAL GAS COMPANY OF ALBANY.

1907.	City:	Albany, \$1,500,000.
1908.	City:	Albany, \$1,050,000.
1909.	City:	Albany, \$1,135,000.
1910.	City:	Albany, \$1,665,000.
1911.	City:	Albany, \$2,295,000.

NASSAU LIGHT AND POWER COMPANY.

1910.	Towns:	Hempstead, \$45,000; North Hempstead, \$150,000; Oyster Bay, \$100,000.
1911.	Towns:	Hempstead, \$57,000; North Hempstead, \$125,000; Oyster Bay, \$125,000.
	Villages:	Floral Park, \$6,000; Hempstead, \$35,000; Mineola, \$62,000; Sea Cliff, \$68,800.

NEW ENGLAND TELEPHONE COMPANY.

1907.	City:	Troy, \$4,550.
1908.	City:	Troy, \$4,500.

NEW JERSEY AND NEW YORK RAILROAD COMPANY.

1908.	Towns:	Haverstraw, \$8,800; Ramapo, \$4,800.
1909.	Towns:	Haverstraw, \$8,800; Ramapo, \$4,800.
1910.	Towns:	Haverstraw, \$8,800; Ramapo, \$3,900.
1911.	Towns:	Haverstraw, \$9,400; Ramapo, \$3,900.

NEW YORK CENTRAL AND HUDSON RIVER RAILROAD COMPANY.

1900.	Cities:	Lockport, \$40,100; Oswego, \$117,498; Schenectady, \$141,600; Yonkers, \$142,000.
1901.	Town:	Canajoharie, \$20,000.
1904.	Town:	Canajoharie, \$15,500.
1906.	City:	Syracuse, \$977,225.
1906.	Towns:	Canajoharie, \$40,000; Manlius, \$12,000.
1907.	Cities:	Albany, \$257,600; Buffalo, \$472,000; Corning, \$75,000; Fulton, \$12,000; Kingston, \$16,500; Lockport, \$70,000; Mount Vernon, \$18,600; North Tonawanda, \$65,000; Oswego, \$126,000; Syracuse, \$990,000; Tonawanda, \$40,000; Utica, \$35,000; Watertown, \$12,000; Yonkers, \$140,400.

1907. Towns: Canajoharie, \$62,000; Herkimer, \$15,000; Minden, \$59,000.

1908. Cities: Albany, \$199,300; Amsterdam, \$62,600; Buffalo, \$1,623,407; Cohoes, \$15,100; Corning, \$103,000; Fulton, \$14,700; Geneva, \$27,227; Hudson, \$26,300; Kingston, \$65,900; Little Falls, \$46,300; Lockport, \$222,000; Mount Vernon, \$12,700; Newburgh, \$44,400; North Tonawanda, \$216,500; Niagara Falls, \$119,600; Ogdensburg, \$18,170; Oneida, \$29,600; Oswego, \$169,200; Poughkeepsie, \$67,200; Rensselaer, \$300,700; Rochester, \$605,500; Rome, \$129,300; Schenectady, \$326,000; Syracuse, \$1,341,880; Tonawanda, \$62,600; Troy, \$54,100; Utica, \$392,400; Watertown, \$62,800; Yonkers, \$106,500.

Towns: Adams, \$5,700; Albion (Orleans), \$11,800; Altamont, \$3,000; Antwerp, \$2,900; Arcadia, \$50,300; Batavia, \$62,900; Brownville, \$4,700; Brutus, \$67,000; Coeymans, \$6,000; Camden, \$3,000; Canajoharie, \$70,000; Canton, \$9,000; Catskill, \$65,600; Champion, \$2,300; Cortland, \$9,300; Diana, \$4,500; Fishkill, \$14,900; German Flats, \$51,400; Gouverneur, \$14,500; Greece, \$13,700; Greenburg, \$15,000; Haverstraw, \$25,400; Herkimer, \$33,600; Lenox, \$58,900; Lewiston, \$19,900; Lyme, \$13,100; Lyons, \$12,400; Malone, \$2,000; Manchester, \$8,800; Manlius, \$16,800; Mexico, \$3,100; Minden, \$62,000; Mohawk, \$20,500; Montgomery, \$8,100; Niagara, \$3,600; Northeast, \$3,900; Palatine, \$3,800; Perinton, \$17,000; Phelps, \$8,100; Philadelphia, \$9,700; Pittsford, \$32,200; Potsdam, \$6,700; Ridgeway, \$15,600; Seneca Falls, \$20,500; Southeast, \$24,000; St. Johnsville, \$4,800; Sweden, \$17,100; Vernon, \$4,700; Waterloo, \$11,600; White Plains, \$8,000; Wilna, \$69,400; Wolcott, \$12,100.

1909. Cities: Albany, \$192,600; Amsterdam, \$37,900; Auburn, \$22,300; Buffalo, \$1,939,900; Cohoes, \$15,100; Corning, \$99,000; Fulton, \$14,700; Geneva, \$25,000; Hudson, \$26,300; Kingston, \$67,600; Little Falls, \$64,100; Lockport, \$225,800; Mount Vernon, \$10,800; Newburgh, \$44,400; North Tonawanda, \$100,600; Niagara Falls, \$129,100; Ogdensburg, \$18,470; Oneida, \$39,000; Oswego, \$181,300; Poughkeepsie, \$67,200; Rensselaer, \$295,800; Rochester, \$723,300; Rome, \$111,700; Schenectady, \$318,500; Syracuse, \$1,366,300; Tonawanda, \$56,600; Troy, \$54,100; Utica, \$227,900; Watertown, \$63,500.

Towns: Albion (Orleans), \$13,000; Arcadia, \$51,800; Aurelius, \$4,400; Batavia, \$75,400; Brutus, \$67,000; Camden, \$3,200; Canajoharie, \$69,300; Canandaigua, \$50,700; Canton, \$8,400; Catskill, \$65,600; Champlain, \$20,400; Cheektowaga, \$5,000; Clayton, \$10,600; Cornwall, \$9,800; Cortland, \$9,300; DeWitt, \$5,700; Fishkill, \$14,900; German Flats, \$44,400; Gouverneur, \$12,500; Glenville, \$12,300; Greece, \$13,700; Greenburgh, \$21,200; Haverstraw, \$22,800; Herkimer, \$33,000; Lancaster, \$7,000; Lenox, \$62,900; Lewiston, \$17,300; Lowville, \$7,900; Lyme, \$16,100; Lyons, \$13,600; Manchester, \$5,200; Manlius, \$17,300; Minden, \$62,000; Mohawk, \$9,800; Montgomery, \$8,400; Mount Pleasant, \$19,900; New Scotland, \$4,600; Niagara, \$5,100; Ossining, \$9,600; Perinton, \$18,100; Phelps, \$8,400; Philadelphia, \$9,800; Pittsford, \$35,000; Potsdam, \$6,700; Remsen, \$5,400; Ridgeway, \$19,800; Schodack, \$3,500; Schroepfel, \$6,000; Seneca Falls, \$21,900; Southeast, \$24,000; Sweden, \$15,100; Torrey, \$7,600; Waterloo, \$11,000; White Plains, \$17,700; Wilna, \$50,400; Wolcott, \$11,300.

1910. Cities: Albany, \$192,600; Amsterdam, \$38,100; Auburn, \$20,300; Buffalo, \$2,195,800; Cohoes, \$15,100; Corning, \$102,000; Fulton, \$14,900; Geneva, \$22,000; Hudson, \$26,300; Hudson (B. & A.), \$22,800; Kingston, \$67,600; Little Falls, \$64,100; Lockport, \$236,500; Mount Vernon, \$10,800; Newburgh, \$44,400; North Tonawanda, \$100,600; Niagara Falls, \$134,700; Ogdensburg, \$19,600; Oneida, \$39,500; Oswego, \$180,800; Poughkeepsie, \$92,500; Rensselaer, \$108,800; Rensselaer (B. & A.), \$84,500; Rochester, \$709,400; Rome, \$111,700; Schenectady, \$319,700; Syracuse, \$1,396,500; Tonawanda, \$56,600; Troy, \$100,000; Utica, \$327,900; Watertown, \$99,200; Yonkers, \$95,800.

Towns: Albion (Oswego), \$4,000; Albion (Orleans), \$13,000; Altamont (M. & M.), \$3,900; Altamont (N. Y. & O.), \$2,800; Arcadia, \$55,400; Aurelius, \$37,900; Batavia, \$75,400; Brutus, \$67,200; Canajoharie, \$85,800; Canandaigua, \$54,400; Canton, \$8,400; Catskill, \$65,600; Champion, \$20,400; Cheektowaga, \$5,000; Clayton, \$10,600; Coeymans, \$6,000; Cornwall, \$9,800; Cortland, \$9,300; DeWitt, \$5,000; Fishkill, \$12,500; Frankfort, \$27,000; Galen, \$11,000; Geddes, \$28,400; German Flats, \$44,400; Gouverneur, \$8,600; Glenville, \$18,800; Greece, \$13,700; Greenburgh, \$17,100; Green Island, \$14,000; Haverstraw, \$22,800; Herkimer, \$33,000; Hounsfield, \$3,900; Lenox, \$61,400; Lewiston, \$17,300; Lowville, \$7,900; Lyme, \$37,900; Lyons, \$18,900; Manchester, \$5,200; Manlius, \$5,300; Milo, \$5,200; Minden, \$83,000; Mohawk, \$12,800; Montgomery, \$8,400; Morristown, \$4,000; Mount Pleasant, \$19,900; New Scotland, \$4,600; Newstead, \$4,600; Niagara, \$5,100; Ossining, \$9,600; Palatine, \$7,000; Perinton, \$18,100; Phelps,

\$9,600; Philadelphia, \$10,500; Pittsford, \$35,200; Potsdam, \$6,700; Remsen, \$5,400; Ridgeway, \$19,800; Schodack, \$3,500; Schroepel, \$6,000; Seneca Falls, \$70,700; Southeast, \$6,500; St. Johnsville, \$28,000; Sweden, \$21,000; Torrey, \$7,600; Waterloo, \$11,000; White Plains, \$11,900; Wilna, \$50,400; Wolcott, \$17,600.

1911. Cities: Albany, \$223,200; Amsterdam, \$38,100; Auburn, \$33,400; Buffalo, \$2,745,200; Cohoes, \$36,200; Corning, \$105,400; Fulton, \$14,900; Geneva, \$26,700; Hudson, \$27,500; Hudson (B. & A.), \$22,800; Kingston, \$67,600; Little Falls, \$92,200; Lockport, \$240,700; Mount Vernon, \$10,800; Newburgh, \$44,400; North Tonawanda, \$125,500; Niagara Falls, \$160,900; Ogdensburg, \$19,600; Oneida, \$50,100; Oswego, \$180,400; Poughkeepsie, \$139,700; Rensselaer, \$108,800; Rensselaer (B. & A.), \$84,500; Rochester, \$949,700; Rome, \$118,300; Schenectady, \$364,000; Syracuse, \$1,410,100; Tonawanda, \$59,300; Troy, \$100,000; Utica, \$412,900; Watertown, \$129,600; Yonkers, \$137,200.

Towns: Adams, \$5,800; Albion (Oswego), \$4,000; Albion (Orleans), \$15,700; Altamont (N. Y. & O.), \$3,000; Arcadia, \$55,400; Aurelius, \$70,200; Batavia, \$75,400; Brutus, \$67,200; Camden, \$3,200; Canajoharie, \$174,800; Canandaigua, \$54,400; Canton, \$6,500; Catskill, \$65,600; Champion, \$20,600; Cheektowaga, \$5,000; Clayton, \$6,300; Coeymans, \$6,000; Cornwall, \$9,800; Cortland, \$9,300; Danube, \$10,800; DeWitt, \$23,200; Eastchester, \$12,700; Fishkill, \$15,100; Florida, \$42,800; Frankfort, \$28,000; Galen, \$11,000; Geddes, \$29,200; German Flats, \$49,500; Gouverneur, \$14,200; Glen, \$29,900; Glenville, \$18,800; Greece, \$13,200; Greenburgh, \$93,400; Green

Island, \$14,000; Haverstraw, \$25,400; Herkimer, \$35,600; Hounsfield, \$3,900; Lenox, \$65,000; Lewiston, \$17,000; Lowville, \$7,900; Lyme, \$37,900; Lyons, \$18,900; Manchester, \$23,400; Manlius, \$5,300; Milo, \$5,200; Minden, \$132,800; Mohawk, \$12,800; Montgomery, \$8,400; Morristown, \$4,000; Mount Pleasant, \$39,700; New Paltz, \$5,800; New Scotland, \$4,600; Newport, \$8,400; Newstead, \$2,200; Niagara, \$5,100; Northeast, \$3,900; Ossining, \$10,500; Palatine, \$14,000; Perinton, \$20,000; Phelps, \$10,000; Philadelphia, \$5,600; Pittsford, \$43,800; Potsdam, \$16,200; Remsen, \$5,900; Ridgeway, \$20,000; Root, \$21,800; Schodack, \$3,500; Schroepfel, \$10,600; Seneca Falls, \$123,700; Southeast, \$7,300; St. Johnsville, \$28,000; Sweden, \$43,600; Torrey, \$7,700; Waterloo, \$11,800; White Plains, \$22,000; Wilna, 47,300; Wolcott, \$18,400.

NEW YORK CENTRAL AND NIAGARA RIVER RAILROAD COMPANY.

1909. Cities: Tonawanda, \$20,200; North Tonawanda, \$35,500.
 1910. Cities: Tonawanda, \$20,200; North Tonawanda, \$35,500.
 1911. Cities: Tonawanda, \$20,200; North Tonawanda, \$35,500.

NEW YORK INTER-URBAN WATER COMPANY.

1906. Town: Rye, \$12,500.
 1911. Cities: Mount Vernon, \$300,000; New Rochelle, \$30,000.
 Towns: Eastchester, \$33,000; Harrison, \$45,000; Pelham, \$33,000; Rye, \$40,000; Scarsdale, \$18,500.

NEW YORK, ONTARIO AND WESTERN RAILWAY COMPANY.

1908. Cities: Oswego, \$51,600; Utica, \$40,500.
 Towns: Hamden, \$15,000; Hamilton, \$3,400; Norwich, \$10,200; Wawarsing, \$8,400; Walton, \$14,100.

1909. Cities: Middletown, \$27,400; Oneida, \$9,600; Oswego, \$73,900; Utica, \$71,800.
 Towns: Constantia, \$5,800; Hamden, \$12,000; Sidney, \$9,200; Wawarsing, \$8,400; Walton, \$12,500.
1910. Cities: Middletown, \$27,400; Oswego, \$72,500; Port Jervis, \$4,300; Utica, \$71,000.
 Towns: Constantia, \$6,100; Hamden, \$12,000; Norwich, \$6,600; Sidney, \$9,200; Vienna, \$4,000; Wawarsing, \$7,000; Walton, \$10,800.
1911. Cities: Middletown, \$27,400; Oswego, \$72,500; Port Jervis, \$4,300; Utica, \$71,000.
 Towns: Constantia, \$6,100; Hamden, \$12,000; Norwich, \$10,000; Sidney, \$9,400; Vienna, \$4,000; Wawarsing, \$7,000; Walton, \$125,000.

NEW YORK AND STAMFORD RAILWAY COMPANY.

1908. Towns: Mamaroneck, \$85,000; Rye, \$200,000.

NEW YORK, NEW HAVEN AND HARTFORD RAILROAD COMPANY.

1908. Town: Rye, \$305,700.
 1909. City: Mount Vernon, \$113,700.
 Town: Rye, \$258,500.
 1910. Cities: Mount Vernon, \$113,700; New Rochelle, \$71,500.

NEW YORK STATE REALTY AND TERMINAL COMPANY.

1909. City: Watertown, \$2,200.

NEW YORK, SUSQUEHANNA AND WESTERN RAILROAD COMPANY.

1911. City: Middletown, \$6,200.

NEW YORK TELEPHONE COMPANY.

- Cities: Amsterdam, \$52,000-\$57,000; Auburn, \$70,000-\$70,000; Binghamton, \$95,000-\$137,000; Buffalo, \$1,400,000; Cohoes, \$17,500-\$17,500; Corning, \$28,000-\$35,000; Cortland, \$35,000-\$35,000; Dunkirk (1910), \$17,000; Elmira, \$100,000-\$123,000; Fulton, \$7,000-

(N. B.—First valuation, 1910; second, 1911; one valuation, 1911, unless otherwise stated).

\$8,000; Geneva, \$8,000-\$18,000; Glens Falls, \$60,000; Hornell (1910), \$12,300; Hudson, \$24,000; Ithaca, \$38,000-\$45,000; Jamestown, \$57,000-\$70,000; Kingston, \$90,000-\$100,000; Lackawanna, \$26,000; Little Falls, (1910), \$25,000; Lockport, \$50,000-\$53,000; Mount Vernon, \$230,000-\$267,000; Newburgh, \$70,000-\$90,000; New Rochelle (1910), \$240,000; Niagara Falls, \$80,000-\$100,000; North Tonawanda, \$31,000-\$36,000; Ogdensburg, \$27,000-\$34,000; Olean, \$20,000-\$30,000; Oneida, \$25,000-\$28,000; Ononta (1910), \$33,000; Oswego, \$55,000-\$100,000; Plattsburgh, \$21,150-\$21,500; Port Jervis, \$9,500-\$1,500; Poughkeepsie, \$60,000-\$85,000; Rensselaer, \$26,000-\$28,000; Rome, \$36,000-\$45,000; Rochester, \$685,000-\$980,000; Schenectady, \$190,000-\$230,000; Syracuse, \$610,000-\$700,000; Tonawanda, \$18,000; Troy, \$128,000-\$166,000; Utica, \$185,000-\$208,000; Watertown, \$75,000-\$95,000; Watervliet, \$40,000-\$50,000; Yonkers, \$395,000-\$530,000.

Towns: Adams, \$5,000; Addison, \$4,500-\$4,500; Afton, \$500; Alabama, \$7,000; Albion (Orleans), \$26,000-\$26,000; Albion (Oswego), \$4,500-\$3,100; Alden, \$4,200-\$4,200; Alexandria, \$8,500; Alexander, \$16,000; Allegany, \$9,500; Alma, \$500; Altamont, \$8,000; Altona, \$1,500; Amenia, \$5,000; Amhurst, \$16,500-\$15,700; Amsterdam, \$12,000-\$12,000; Ancram, \$500; Annsville, \$1,400-\$1,400; Andover, \$1,500; Antwerp, \$6,300; Arcade, \$5,700-\$8,400; Arcadia (1910), \$13,000; Argyle, \$4,150-\$7,800; Arkwright, \$1,600; Ashford, \$4,800; Ashland, \$2,000; Athens, \$5,900; Attica, \$10,000-\$13,500; Augusta, \$300; Aurelius, \$7,300; Aurora, \$20,000-\$23,500; Ausable, \$4,200; Avoca, \$2,100; Avon, \$13,500.

Babylon, \$50,000-\$75,000; Bainbridge, \$2,350; Bangor, \$2,000; Barre, \$11,000-\$11,000; Barrington, \$1,800; Barton, \$10,000-\$11,500; Batavia, \$62,000; Bath, \$15,000-\$17,800; Bedford, \$20,000-\$56,000; Beckman, \$2,000; Beckmantown, \$2,600; Belmont,

\$3,500; Bennington, \$3,500-\$5,000; Benton, \$3,200-\$3,800; Bergen, \$10,500; Berkshire, \$1,000-\$750; Berne, \$6,000; Bethany, \$5,000; Bethel, \$100; Bethlehem, \$18,000; Big Flats, \$350; Black Brook, \$3,500; Bloomingrove, \$2,250; Bolton, \$2,350-\$3,500; Bombay, \$5,000; Boonville, \$5,850-\$5,500; Brasher, \$2,500; Bridgewater, \$2,200; Brighton (Franklin), \$4,000; Brighton (Monroe), \$12,000; Bristol, \$5,500; Broadalbin, \$150; Brookfield, \$3,500; Brookhaven, \$63,000-\$85,000; Brownville, \$5,000; Brunswick, \$3,500-\$14,000; Brutus, \$9,500; Burke, \$5,000; Burlington (1910), \$1,500; Busti, \$5,700; Butler (1910), \$2,000; Byron, \$3,500.

Caldwell, \$6,500-\$7,000; Caledonia, \$17,300; Cambria, \$7,900-\$8,800; Cambridge, \$1,600; Camden, \$6,300-\$6,300; Camillus, \$4,500; Campbell, \$1,600; Canadice, \$2,200; Canandaigua, \$19,000; Canajoharie, \$2,200; Candor, \$2,000; Canisteo, \$4,000-\$4,500; Canton, \$18,000-\$22,000; Cape Vincent, \$6,300; Carlisle, \$1,750; Carlton, \$27,000-\$27,000; Carmel, \$3,000-\$11,000; Caroline, \$3,250-\$3,250; Carroll, \$500; Carrollton, \$6,000; Castile, \$1,300; Catherine, \$2,500; Cato, \$4,300; Catskill, \$21,500; Cayuta, \$1,200; Cazenovia, \$4,500; Champion, \$6,500; Champlain, \$5,000; Charlotte, \$1,200; Chateaugay, \$4,300; Chatham, \$3,000; Chautauqua, \$5,200; Chazy, \$3,800; Cheektowaga, \$13,000-\$15,000; Chenango, \$2,600; Cherry Creek, \$2,000; Chester (Orange), \$1,000; Chester (Warren), \$1,250; Chesterfield, \$6,000; Chili, \$15,700; Cicero, \$2,800; Cincinnatus, \$5,000; Clarence, \$14,000-\$14,500; Clarendon, \$6,000-\$6,500; Clarkson, \$4,000; Clarkstown, \$48,000-\$55,000; Claverack, \$6,000; Clay, \$7,500; Clayton, \$7,800; Clérmont, \$1,200; Clifton, \$1,400; Clinton (Clinton), \$4,200; Clinton (Dutchess), \$5,000; Clymer, \$3,700; Cobleskill, \$2,700; Cohecton, \$200; Coeymans, \$4,300; Cohocton, \$4,300-\$5,800; Colden, \$2,550-\$3,000; Cold Spring, \$2,800; Colesville, \$600; Collins, \$4,400-

\$4,750; Colonic, \$41,500; Colton, \$2,000-\$2,200; Columbia, \$2,000; Concord, \$15,000-\$16,500; Conesus, \$5,000; Conewango, \$1,000; Conquest, \$2,500; Constable, \$3,000; Constantia, \$3,750-\$4,500; Corning, \$1,800; Cornwall, \$3,200; Cortland, \$50,800-\$83,000; Cortlandville, \$15,200; Coventry, \$500; Covert, \$6,500-\$7,500; Covington, \$6,000-\$7,500; Cocksackie, \$4,000; Crawford, \$300; Crown Point, \$3,000; Cuba, \$2,500.

Dannemora, \$1,150; Danube, \$7,000; Darien, \$8,500; Dayton, \$5,000; Deerfield, \$13,600-\$13,600; Deer Park, \$4,400-\$4,450; DeKalb, \$8,500-\$8,500; Denmark, \$4,750; Deposit, \$300; DePuyster (1910), \$600; DeRuyter, \$1,500; DeWitt, \$24,500; Diana, \$2,650; Dickinson, \$1,000; Dix, \$5,800-\$3,150; Dover, \$2,000; Dresden, \$1,200; Dryden, \$5,500-\$5,500; Duane, \$7,500; Dunkirk, \$1,800.

Eagle, \$5,500-\$5,500; East Bloomfield, \$10,000; Eastchester, \$55,000-\$103,000; East Fishkill, \$2,000; East Greenbush, \$4,000; East Hamburg, \$6,500-\$7,500; Easthampton, \$17,000-\$23,000; Easton, \$3,500-\$3,500; Eaton, \$6,500; Eden, \$3,300; Edmeston (1910), \$1,600; Edwards, \$4,350-\$4,800; Elbridge, \$8,200; Elizabethtown, \$6,000; Ellenberg, \$8,000; Ellery, \$6,500; Ellicott, \$15,500; Ellicottville, \$1,000; Ellington, \$2,500; Ellisburg, \$4,000; Elma, \$2,600-\$2,600; Elmira, \$4,700; Enfield, \$200; Erwin, \$5,000-\$5,250; Essex, \$2,500; Esopus, \$4,600-\$5,000; Evans, \$5,000-\$7,200.

Fabius, \$10,000; Fairfield, \$1,500; Farmersville, \$1,800; Farmington, \$5,000; Fayette, \$9,000-\$11,500; Fine, \$4,200-\$4,500; Fishkill, \$56,500; Fleming, \$6,000; Florence, \$1,450; Florida, \$200; Floyd, \$1,000; Forestburg, \$2,300; Forestport (1910), \$5,500; Fort Ann, \$2,100-\$3,000; Fort Covington, \$6,000; Fort Edward, \$9,500-\$11,000; Fowler, \$3,800-\$3,800; Frankfort, \$3,650; Franklin, \$5,500; Franklinville, \$2,400; Freedom, \$4,000; French Creek, \$1,500; Friendship, \$3,000.

Gaines, \$13,000-\$13,000; Gainesville, \$7,300; Galen (1910), \$5,500; Gardiner, \$1,750; Gates, \$11,000; Geddes, \$20,000; Genesee Falls, \$1,350; Geneseo, \$16,500; Geneva, \$6,000; Genoa, \$850; German Flats, \$34,000; Germantown, \$2,600; Gerry, \$2,650; Ghent, \$2,200; Glenville, \$25,000-\$32,000; Gorham, \$5,500; Goshen, \$13,000-\$17,500; Gouverneur, \$18,500-\$26,500; Grafton, \$150; Granby, \$5,000-\$6,000; Great Valley, \$6,000; Greece, \$30,000; Greenburg, \$278,700-\$348,700; Green Island, \$15,500; Greenport, \$5,500; Greenville, \$4,000-\$4,000; Greenwich, \$11,000-\$14,000; Greenwood, \$2,500-\$3,000; Grieg, \$2,200; Groton, \$2,150-\$2,500; Groveland, \$6,500; Guilderland, \$6,000; Guilford, \$4,700.

Hamburg, \$24,000-\$24,500; Hamilton, \$7,000; Hamlin, \$3,100; Hammond, \$2,500; Hamptonbury, \$6,000-\$6,000; Hannibal, \$4,000-\$4,100; Hanover, \$4,000; Harriettstown, \$29,000; Harmony, \$6,500; Harrison, \$28,000-\$33,000; Hartford, \$2,000; Hartland, \$8,800-\$10,000; Hartwick (1910), \$3,500; Hastings, \$6,000-\$6,100; Haverstraw, \$16,800-\$26,000; Hebron, \$100; Hector, \$2,100; Hempstead, \$330,000-\$492,000; Henderson, \$3,000; Henrietta, \$17,000; Herkimer, \$26,000; Hermon, \$500; Highland, \$300; Hillsdale, \$800; Hinsdale, \$4,400; Holland, \$3,900-\$3,900; Homer, \$20,500; Hoosick, \$13,000-\$15,000; Hopewell, \$5,250; Hopkinton, \$1,100-\$1,600; Horseheads, \$11,000; Hornellsville, \$1,300; Hounsfield, \$8,500; Howard, \$2,350; Humphrey, \$600; Hunter, \$5,000; Huntington, \$48,000-\$75,000; Hurley, \$2,000; Huron (1910), \$9,000; Hyde Park, \$7,200.

Independence, \$350; Ira, \$2,200; Irondequoit, \$6,000; Ischua, \$2,400; Islip, \$65,000-\$80,000; Italy, \$1,700; Ithaca, \$3,500-\$4,000.

Jackson, \$2,000-\$3,800; Jasper, \$2,400; Java, \$3,700; Jay, \$4,700; Jerusalem, \$10,000-\$10,500; Johnsburg, \$5,000; Johnstown, \$700; Junius, \$3,500-\$4,000.

Keene, \$8,000; Kendall, \$12,000-\$17,500; Kent, \$900-\$1,600; Kiantone, \$2,000; Kinderhook, \$7,500; Kingsbury, \$18,000-\$32,000; Kirkland, \$3,300; Kirkwood, \$3,700-\$3,100.

LaFayette, \$8,400; LaGrange, \$1,350; Lancaster, \$16,000-\$35,500; Lansing, \$1,500-\$2,200; LaPeer, \$250; Lawrence, \$3,800-\$3,800; Ledyard, \$6,500; Lee, \$1,550-\$1,600; Leicester, \$7,500; Lenox, \$13,500; Leon, \$550; LeRay, \$15,500; LeRoy, \$19,500; Lewisboro, \$300; Lewiston, \$8,200-\$8,500; Leyden, \$3,000; Lima, \$7,000; Lincoln, \$2,600; Lindley, \$3,000-\$4,000; Lisbon, \$5,500-\$6,500; Lisle, \$1,700; Litchfield, \$1,000; Little Falls, \$5,000; Little Valley, \$3,300; Livingston, \$5,000; Livonia, \$16,000; Lloyd, \$5,500-\$10,500; Locke, \$2,150; Lockport, \$15,500-\$16,000; Lodi, \$3,000-\$3,800; Lorraine, \$1,500; Louisville, \$6,000-\$6,500; Lowville, \$3,300; Luzerne, \$1,300; Lyme, \$8,200; Lyons (1910), \$12,000; Lyonsdale, \$650; Lysander, \$17,000.

Madison, \$3,000; Madrid, \$5,000-\$6,000; Macedon (1910), \$7,000; Machias, \$2,500; Maine, \$100; Malone, \$15,000; Mamakating, \$4,000-\$4,300; Mamaroneck, \$120,000-\$154,000; Manchester, \$10,000; Mansfield, \$450; Manheim, \$5,000; Manlius, \$15,000; Marathon, \$3,800; Marbletown, \$4,000-\$5,000; Marcellus, \$5,700; Marcy, \$6,350-\$6,350; Marilla (1910), \$1,200; Marion (1910), \$2,700; Marlboro, \$3,000-\$5,500; Marshall, \$3,100-\$3,500; Martinsburg, \$2,200; Massena, \$16,500-\$22,000; Mayfield, \$150; McComb, \$2,500; Mendon, \$16,200; Mentz, \$3,300; Mexico, \$13,500-\$20,000; Middleburg, \$1,000; Middlebury, \$7,200-\$7,200; Middlefield (1910), \$6,500; Middlesex, \$2,300-\$2,300; Middletown, \$600; Milan, \$25; Milford, \$6,500-\$500; Mile, \$11,500-\$11,500; Mina, \$500; Minden, \$6,200; Minerva, \$3,500; Minisink, \$150; Mohawk, \$8,000; Moira, \$2,000; Monroe, \$1,000; Montezuma, \$1,900; Montgomery, \$10,000-\$10,000; Montour, \$3,000-\$43,000; Mooers, \$6,000;

Moravia, \$7,000; Moriah, \$6,000; Morristown, \$3,300-\$3,300; Mount Hope, \$150; Mount Morris, \$20,000; Mount Pleasant, \$94,000-\$109,000; Murray, \$16,850-\$17,500.

Naples, \$10,000; Nassau, \$2,000; Nelson, \$1,850; New Albion, \$2,400; Newark Valley, \$3,500; New Baltimore, \$2,700; New Berlin, \$4,000; Newburgh, \$22,000-\$22,000; New Castle, \$24,000-\$35,000; Newcomb, \$3,200; Newfane, \$16,500-\$16,500; Newfield, \$1,000; New Haven, \$7,000-\$7,000; New Hartford, \$10,600-\$10,700; New Lebanon, \$1,500; New Paltz, \$6,500-\$7,000; Newport, \$650; New Scotland, \$9,000; Newstead, \$21,500-\$21,500; New Windsor, \$7,000; Niagara, \$9,500-\$10,500; Nichols, \$300; Niles, \$5,150; Niskayuna, \$12,000-\$12,000; Norfolk, \$3,000-\$3,500; North Castle, \$18,100-\$15,000; North Collins, \$3,200; North Dansville, \$10,000; Northeast, \$2,500; North Elba, \$14,000; North Greenbush, \$3,450-\$7,000; North Hempstead, \$110,000-\$150,000; North Salem, \$3,000; Norwich, \$26,000; Nunda, \$2,000.

Oakfield, \$9,000; Ogden, \$18,000; Olean, \$4,300; Olive, \$5,500-\$6,000; Ononta, \$1,000; Onondaga, \$20,000; Ontario (1910), \$3,100; Orange, \$700; Orangetown, \$90,000-\$135,000; Orangeville (1910), \$8,300; Orleans, \$3,000; Osceola, \$250; Ossian, \$100; Ossining, \$75,000-\$77,000; Oswegatchie, \$11,000-\$11,000; Oswego, \$8,800-\$8,800; Otisco, \$850; Otsego, \$18,000-\$3,500; Ovid, \$5,000-\$8,000; Owasco, \$3,000; Owego, \$14,000-\$17,700; Oyster Bay, \$136,000-\$170,000.

Palermo, \$1,000; Palmyra (1910), \$11,500; Pamela, \$5,200; Paris, \$7,150-\$7,150; Parish, \$3,500-\$3,800; Parishville, \$1,700-\$2,000; Parma, \$4,500; Patterson, \$1,500-\$2,200; Pavilion, \$7,000; Pawling, \$3,900; Pelham, \$35,000-\$36,000; Pendleton, \$4,500-\$4,500; Penfield, \$10,000; Perinton, \$11,000; Perry, \$7,000; Perrysburg, \$3,000; Persia, \$2,300; Perth, \$2,000; Peru, \$4,000; Phelps, \$12,500; Philadelphia, \$5,500;

Phillipstown, \$6,500–\$15,500; Piercefield, \$600; Pierrepont, \$2,150–\$2,300; Pike, \$3,100; Pinckney, \$150; Pittsford, \$8,400; Pittstown, \$4,500; Plattekill, \$2,500; Plattsburgh, \$11,000; Pleasant Valley, \$4,600; Poestenkill, \$1,200–\$1,600; Poland, \$5,000; Pomfret, \$10,000; Pompey, \$2,500; Portage, \$1,200; Porter, \$5,800–\$6,150; Portland, \$5,500; Portville, \$2,100; Potsdam, \$17,500–\$19,500; Potter, \$400; Poultney, \$2,500; Poundridge, \$100; Prattsburg, \$2,000; Preble, \$3,800; Putnam, \$3,500–\$3,500; Putnam Valley, \$1,200–\$2,600.

Queensbury, \$11,500–\$18,500.

Ramapo, \$70,000–\$85,000; Randolph, \$8,000; Redding, \$2,400–\$2,800; Red Hook, \$1,750; Red House, \$300; Remsen, \$3,500–\$4,000; Rhinebeck, \$3,650; Richfield, \$7,000–\$3,500; Richford, \$800; Richland, \$18,000–\$7,800; Richmond, \$7,000; Ridgeway, \$35,700–\$34,500; Riga, \$10,500; Ripley, \$1,500; Riverhead, \$16,500–\$21,500; Rochester, \$3,000–\$3,000; Rodman, \$3,100; Romulus, \$4,800–\$5,000; Root, \$250; Rose (1910), \$4,000; Rosendale, \$5,300–\$5,500; Rossie, \$3,500–\$4,000; Rotterdam, \$8,500–\$8,500; Royalton, \$17,500–\$17,500; Rush, \$8,500; Russell, \$1,250–\$1,250; Russia, \$1,650; Rutland, \$5,200; Rye, \$208,000–\$240,000.

Salamanca, \$24,000; Salem, \$1,500; Salina, \$7,000; Sand Lake, \$1,600–\$1,700; Sandy Creek, \$3,800–\$1,850; Sangerfield, \$3,500–\$3,800; Santa Clara, \$750; Saranac, \$6,500; Sardinia, \$4,500–\$4,700; Saugerties, \$19,500–\$23,500; Savannah (1910), \$2,300; Scarsdale, \$50,000–\$81,000; Schaghticoke, \$6,500–\$6,500; Schodack, \$13,000–\$13,000; Schoharie, \$4,500–\$4,500; Schroepfel (1910), \$2,300; Schuyler, \$1,800; Schuyler Falls, \$750; Scio, \$3,500; Scipio, \$8,000; Scott, \$4,800; Scriba, \$8,800–\$8,800; Sempronius, \$7,600; Seneca, \$8,500; Seneca Falls, \$20,000–\$20,000; Sennett, \$5,000; Shandaken, \$2,300; Sharon, \$1,900; Shawangunk (1910), \$650; Shelby, \$3,200–\$6,800;

Sheldon, \$8,500-\$9,000; Shelter Island, \$4,000-\$4,500; Sheridan, \$4,500; Sherman, \$1,450; Skaneateles, \$5,750; Smithfield, \$1,600; Smithtown, \$21,000-\$20,000; Sodus (1910), \$9,500; Solon, \$2,500; Somers, \$1,200; Somerset, \$9,750-\$13,000; Southampton, \$69,000-\$87,500; South Bristol, \$2,500; Southeast, \$4,000-\$13,500; Southold, \$30,000-\$37,000; Southport, \$4,000; Spafford, \$1,000; Sparta, \$2,500; Spencer, \$500; Springfield (1910), \$3,000; Springport, \$10,500; Springwater, \$8,000; Stafford, \$6,200; Stark, \$1,000; Stanford, \$5,000; Starkey, \$2,300-\$2,600; St. Armand, \$4,250; Sterling, \$1,900; Steuben, \$1,500; St. Johnsville, \$100; Stockbridge, \$2,300; Stockholm, \$3,500-\$3,500; Stockport, \$6,000; Stockton, \$2,200; Stony Point, \$2,500-\$6,200; Stuyvesant, \$5,000; Sullivan, \$5,200; Summerhill, \$2,000; Sweden, \$16,000.

Taghkanic, \$200; Theresa, \$6,000; Thompson, \$1,400; Thurman, \$1,500; Ticonderoga, \$3,350; Tioga, \$5,000-\$5,000; Tonawanda, \$11,000-\$10,000; Torrey, \$100; Trenton, \$18,500-\$21,000; Triangle, \$750; Truxton, \$2,300; Tully, \$7,500; Tuscarora, \$750; Tusten, \$50; Tuxedo, \$3,250-\$3,500; Tyre, \$4,000-\$4,500; Tyrone, \$800.

Ulster, \$10,250-\$10,500; Ulysses, \$2,550-\$3,350; Union, \$6,500; Unionvale, \$2,500; Urbana, \$2,300-\$4,000.

Van Buren, \$14,000; Varick, \$3,000-\$4,000; Venice, \$2,800; Vernon, \$5,200-\$5,400; Verona, \$11,000-\$11,000; Veteran, \$3,000; Victor, \$12,000; Vienna, \$4,000-\$4,000; Villenova, \$1,000; Virgil, \$1,700; Volney, \$3,700-\$3,700.

Waddington, \$4,000-\$5,500; Wales, \$7,900-\$8,500; Wallkill, \$2,800; Walworth (1910), \$3,250; Wappinger, \$5,000; Warren, \$1,700; Warrensburg, \$2,000; Warsaw, \$21,000-\$23,000; Warwick, \$3,500; Washington, \$8,000; Waterloo, \$11,000-\$11,000; Watertown, \$10,500; Wawarsing, \$3,000-\$3,000; Wawayanda, \$8,000-\$8,000; Wayland, \$9,500-\$4,300; Wayne,

\$2,500; Webster, \$18,000; Wellsville, \$3,500; West Bloomfield, \$6,500; Western, \$1,500-\$1,500; Westfield, \$3,700; West Monroe, \$1,000; Westmoreland, \$4,000-\$5,000; Westport, \$7,800; West Seneca, \$6,900-\$13,500; West Sparta, \$13,000; West Turin, \$300; Westville, \$4,200; Wethersfield, \$3,000-\$3,500; Wheatfield, \$12,000-\$15,000; Wheatland, \$13,500; Wheeler, \$1,550; White Creek, \$3,750; Whitehall, \$5,200-\$7,500; White Plains, \$120,750-\$145,750; Whitestown, \$11,300-\$14,000; Willett, \$500; Williamson (1910), \$4,000; Williamstown, \$3,300; Willsboro, \$3,200; Wilmington, \$700, Wilmurt, \$500; Wilna, \$850; Wilson, \$10,000-\$12,500; Windsor, \$2,400; Winfield, \$2,100; Wolcott (1910), \$4,700; Woodbury, \$1,800; Woodhull, \$2,000-\$2,000; Woodstock, \$2,500; Wright, \$2,500.

Yates, \$28,000-\$30,000; York, \$13,600; Yorkshire, \$500; Yorktown, \$1,500.

NEW YORK TRANSIT COMPANY.

1900. Towns: Big Flats, \$5,600; Clarksville, \$600; Deer Park, \$5,196; Fenton, \$1,620; Franklinville, \$1,600; Greenwood, \$42,500; Horseheads, \$12,800; Jasper, \$23,000; Maine, \$13,000.

NEW YORK, WESTCHESTER AND CONNECTICUT TRACTION COMPANY.

1902. Cities: Mount Vernon, \$35,000; New Rochelle, \$10,000.

1903. City: New Rochelle, \$10,000.
Town: Eastchester, \$16,000.

1904. Cities: Mount Vernon, \$18,000; New Rochelle, \$10,000.

Towns: Eastchester, \$16,000; Pelham, \$5,000.

1905. Cities: Mount Vernon, \$18,000; New Rochelle, \$10,000.

Towns: Eastchester, \$15,000; Pelham, \$5,000.

1906. Cities: Mount Vernon, \$22,000; New Rochelle, \$12,000.

Towns: Eastchester, \$16,000; Pelham, \$5,000.

1907. Cities: Mount Vernon, \$35,000; New Rochelle, \$20,000.

Towns: Eastchester, \$20,000; Pelham, \$8,000.

1908. Cities: Mount Vernon, \$35,000; New Rochelle, \$20,000.

Towns: Eastchester, \$25,000; Pelham, \$8,000.

1910. Cities: Mount Vernon, \$20,000; New Rochelle, \$15,000.

1911. City: Mount Vernon, \$15,000.

NIAGARA COUNTY HOME TELEPHONE COMPANY.

1911. City: North Tonawanda, \$15,000.

NIAGARA GORGE RAILROAD COMPANY.

1907. City: Niagara Falls, \$24,000.

Town: Lewiston, \$10,000.

NIAGARA, LOCKPORT AND ONTARIO POWER COMPANY.

1908. Towns: Batavia, \$200; Cheektowaga, \$1,950; Hamburg, \$1,500; Lancaster, \$6,250; Phelps, \$100.

1909. Towns: Elba, \$500; Hamburg, \$2,100; Lancaster, \$6,250; Oakfield, \$450.

1910. Towns: Arcadia, \$750; Brutus, \$700; Elba, \$500; Galen, \$350; Hamburg, \$2,100; Lyons, \$500; Oakfield, \$450; Perinton, \$1,000.

NORTHERN WESTCHESTER LIGHTING COMPANY.

1905. Town. Ossining, \$68,000.

1910. Town: Ossining, \$130,000.

NYACK AND SOUTHERN RAILROAD COMPANY.

1909. Town: Orangetown, \$7,700.

1910. Town: Orangetown, \$5,900.

1911. Town: Orangetown, \$16,500.

NYPANO RAILROAD COMPANY.

1908. Town: Randolph, \$11,900.

1909. Town: Randolph, \$11,100.

1910. Town: Randolph, \$6,200.

1911. Town: Randolph, \$11,900.

ONONDAGA INDEPENDENT TELEPHONE COMPANY.

1910. City: Syracuse, \$205,000.

PAUL SMITH'S ELECTRIC LIGHT AND POWER COMPANY.

1911. Towns: Black Brook, \$400; Franklin, \$600; Harriettstown, \$43,000; North Elba, \$6,500; St. Armand, \$7,300.

PEOPLE'S SUBWAY COMPANY OF SYRACUSE.

1910. City: Syracuse, \$115,000.

PENNSYLVANIA GAS COMPANY.

1900. City: Jamestown, \$236,600.

1901. City: Jamestown, \$211,780.

1902. City: Jamestown, \$205,000.

1903. City: Jamestown, \$195,000.

1904. City: Jamestown, \$195,000.

1905. City: Jamestown, \$199,000.

POSTAL TELEGRAPH-CABLE COMPANY.

1910. Cities: Albany, \$35,000; Yonkers, \$17,000.

1911. Cities: Albany, \$30,000; Buffalo, \$52,000; Rochester, \$15,000; Yonkers, \$17,000.

POUGHKEEPSIE LIGHT, HEAT AND POWER COMPANY.

1910. City: Poughkeepsie, \$250,000.

Towns: Hyde Park, \$2,000; Lloyd, \$11,000; Poughkeepsie, \$15,000.

QUEENS COUNTY WATER COMPANY.

1900. Town: North Hempstead, \$65,000.

1901. Town: North Hempstead, \$65,000.

1902. Town: North Hempstead, \$67,000.

1903. Town: North Hempstead, \$72,000.

1904. Town: North Hempstead, \$92,000.

1905. Town: North Hempstead, \$95,000.

1906. Town: North Hempstead, \$110,000.

1907. Town: North Hempstead, \$160,000.

1908. Town: North Hempstead, \$180,000.

1909. Town: North Hempstead, \$180,000.

1910. Town: North Hempstead, \$190,000.

1911. Town: North Hempstead, \$222,900.

QUEENS BOROUGH GAS AND ELECTRIC COMPANY.

1911. Town: Hempstead, \$108,100.

Villages: Cedarhurst, \$20,000; East Rockaway, \$5,100;
Lawrence, \$23,000.

RENSSELAER WATER COMPANY.

1910. City: Rensselaer, \$48,000.

REPUBLIC METALWARE COMPANY.

1909. City: Buffalo, \$6,200.

1910. City: Buffalo, \$6,200.

ROCHESTER GAS AND ELECTRIC COMPANY.

1904. City: Rochester, \$2,305,000.

ROCHESTER AND GENESEE VALLEY RAILROAD COMPANY.

1911. City: Rochester, \$35,400.

ROCHESTER RAILWAY AND LIGHT COMPANY.

1905. City: Rochester, \$2,580,000.

ROGERS-BROWN IRON COMPANY.

1910. City: Buffalo, \$34,600.

1911. City: Buffalo, \$34,600.

ROCHESTER, SYRACUSE AND EASTERN RAILROAD COMPANY.

1908. City: Rochester, \$5,900.

1909. City: Rochester, \$7,100.

1911. Town: Lyons, \$40,800.

ROCHESTER TELEPHONE COMPANY.

1901. City: Rochester, \$197,950.

1902. City: Rochester, \$210,880.

1903. City: Rochester, \$210,840.

1904. City: Rochester, \$227,775.

1905. City: Rochester, \$295,000.

1906. City: Rochester, \$450,000.

1910. City: Rochester, \$470,000.

RUTLAND RAILROAD COMPANY.

1911. City: Ogdensburg, \$6,900.

Towns: Champlain, \$27,900; Chateaugay, \$800;
Chatham, \$3,200; Malone, \$14,000; Mooers,
\$1,900; Potsdam, \$2,000.

SALAMANCA GAS COMPANY.

1911. Towns: Great Valley, \$5,000; Salamanca, \$35,000.

SARATOGA AND SCHENECTADY RAILROAD COMPANY.

1908. Town: Milton, \$24,200.

SOUTH BUFFALO RAILWAY COMPANY.

1908. City: Buffalo, \$12,250.

1909. City: Buffalo, \$6,600.

1910. City: Buffalo, \$6,600.

1911. City: Buffalo, \$6,800.

SOUTH SHORE NATURAL GAS AND FUEL COMPANY.

1911. City: Dunkirk, \$150,000.

SPRING BROOK WATER COMPANY.

1911. Towns: Fort Edward, \$2,000; Kingsbury, \$58,000;
Queensbury, \$5,000.

TERMINAL RAILWAY COMPANY.

1908. Town: Hamburg, \$28,700.

1910. City: Lackawanna, \$7,100.

Towns: Cheektowaga, \$3,000; Hamburg, \$3,700.

1911. City: Lackawanna, \$11,100.

Towns: Cheektowaga, \$3,000; Hamburg, \$9,000.

TONAWANDA POWER COMPANY.

1906. City: North Tonawanda, \$60,000.

TROY GAS COMPANY.

1908. City: Troy, \$775,000.

1909. City: Troy, \$640,000.

1910. City: Troy, \$1,050,000.

TROY UNION RAILROAD COMPANY.

1901.	City:	Troy, \$60,000.
1902.	City:	Troy, \$60,000.
1903.	City:	Troy, \$60,000.
1904.	City:	Troy, \$60,000.
1907.	City:	Troy, \$125,000.
1908.	City:	Troy, \$244,000.
1910.	City:	Troy, \$217,500.
1911.	City:	Troy, \$217,500.

UNITED NATURAL GAS COMPANY.

1900.	Towns:	Collins, \$21,500; Little Valley, \$13,000; Otto, \$13,000.
1911.	Cities:	Lackawanna, \$39,000; Olean, \$6,000.
	Towns:	Aurora, \$27,000; Collins, \$33,000; East Hamburg, \$24,000; Eden, \$67,000; Elma, \$3,500; Hamburg, \$131,000; Little Valley, \$19,000; North Collins, \$13,000; Salamanca, \$11,500; Wellsville, \$5,300; West Seneca, \$76,000.

UNITED TRACTION COMPANY.

1907.	City:	Troy, \$1,300,000.
1908.	City:	Troy, \$1,400,000.
1909.	City:	Troy, \$1,400,000.
1910.	City:	Troy, \$1,600,900.
1911.	City:	Troy, \$1,850,900.

UTICA GAS AND ELECTRIC COMPANY.

1911.	Cities:	Little Falls, \$85,000; Utica, \$900,000.
	Towns:	Deerfield, \$14,000; Frankfort, \$27,700; German Flats, \$69,500; Herkimer, \$18,000; Little Falls, \$10,000; Manheim, \$10,000; New Hartford, \$46,000; Schuyler, \$22,000; Whitestown, \$41,000.

VALLEY RAILROAD COMPANY.

1908.	City:	Binghamton, \$16,400.
1909.	City:	Binghamton, \$16,600.
1910.	City:	Binghamton, \$16,600.
1911.	City:	Binghamton, \$12,400.

WESTCHESTER ELECTRIC RAILROAD COMPANY, BY RECEIVER.

1901. City: Mount Vernon, \$174,000.
1904. Town: Pelham, \$30,000.
1910. Cities: Mount Vernon, \$321,000; New Rochelle, \$230,000; Yonkers, \$38,000.
- Towns: Eastchester, \$90,000; Mamaroneck, \$1,200; Pelham, \$47,000.
1911. Cities: Mount Vernon, \$321,000; New Rochelle, \$230,000; Yonkers, \$30,000.
- Towns: Eastchester, \$90,000; Pelham, \$102,700.
- Villages: Bronxville, \$17,000; North Pelham, \$13,000; Pelham, \$13,000; Pelham Manor, \$21,000; Tuckahoe, \$19,000.

WESTCHESTER LIGHTING COMPANY.

1910. Villages: Greenburgh, \$365,000; Portchester, \$217,900; White Plains, \$220,000.
1911. Cities: Mount Vernon, \$735,000; New Rochelle, \$560,000; Yonkers, \$250,000.
- Towns: Greenburgh, \$413,200; Rye, \$220,000.

WESTERN NEW YORK AND PENNSYLVANIA RAILWAY COMPANY.

1908. Cities: Buffalo, \$192,285; Dunkirk, \$14,000; Olean, \$53,900.
- Villages: Allegany, \$1,300; Angola, \$700; Arcade, \$1,100; Belfast, \$750; Blaisdell, \$700; Brocton, \$6,000; Cuba, \$3,900; East Aurora, \$3,000; Farnham, \$4,000; Franklinville, \$1,000; Mayville, \$16,600; Mount Morris, \$4,700; North Olean, \$3,800; Nunda, \$4,600; Portville, \$2,900; Salamanca, \$4,500; Sherman, \$800; Silver Creek, \$8,800; West Seneca, \$4,600..
1909. Cities: Buffalo, \$279,900; Olean, \$75,600; Rochester, \$86,000.
1910. Cities: Buffalo, \$250,200; Dunkirk, \$14,000; Lackawanna, \$30,600; Olean, \$74,000; Rochester, \$86,000.

1911. Cities: Buffalo, \$247,600; Olean, \$78,800; Rochester, \$86,000.

Town: Salamanca, \$9,100.

Villages: Allegany, \$1,600; Cuba, \$3,600; Franklinville, \$1,000; Portville, \$1,800; Salamanca, \$4,900.

WEST TROY GAS LIGHT COMPANY.

1900. City: Watervliet, \$25,000.

Town: Green Island, \$8,000.

NEW YORK CITY.

SPECIAL FRANCHISE TAX PROCEEDINGS SETTLED DURING 1911.

ABRAHAM AND STRAUS.

Borough of Brooklyn, 1909.....	\$18,000
Borough of Brooklyn, 1910.....	18,000

AMERICAN MANUFACTURING COMPANY.

Borough of Brooklyn, 1910.....	\$9,000
Borough of Brooklyn, 1911.....	9,000

AMSTERDAM ELECTRIC LIGHT, HEAT AND POWER COMPANY.

Borough of Brooklyn, 1910.....	\$75,000
--------------------------------	----------

ARMOUR AND COMPANY.

Borough of Bronx, 1911.....	\$4,200
-----------------------------	---------

BARRETT MANUFACTURING COMPANY.

Borough of Brooklyn, 1911.....	\$6,000
--------------------------------	---------

BROOKLYN CITY AND NEWTOWN RAILROAD COMPANY.

Borough of Brooklyn, 1906.....	\$1,890,000
Borough of Brooklyn, 1907.....	2,910,000
Borough of Brooklyn, 1908.....	2,910,000
Borough of Brooklyn, 1909.....	2,425,000

Borough of Queens, 1906.....	\$86,500
Borough of Queens, 1907.....	90,000
Borough of Queens, 1908.....	90,000
Borough of Queens, 1909.....	90,000

CENTRAL PARK, NORTH AND EAST RIVER RAILROAD COMPANY.

Borough of Manhattan, 1901.....	\$1,809,900
Borough of Manhattan, 1902.....	2,297,200
Borough of Manhattan, 1903.....	2,625,000
Borough of Manhattan, 1904.....	2,600,000
Borough of Manhattan, 1905.....	2,800,000
Borough of Manhattan, 1906.....	2,800,000
Borough of Manhattan, 1907.....	3,650,000
Borough of Manhattan, 1908.....	3,312,000
Borough of Manhattan, 1909.....	2,750,000

CITIZENS' WATER SUPPLY COMPANY OF NEWTOWN.

Borough of Queens, 1910.....	\$800,000
------------------------------	-----------

CONEY ISLAND AND BROOKLYN RAILROAD COMPANY.

Borough of Brooklyn, 1906.....	\$1,190,000
Borough of Brooklyn, 1907.....	1,700,000
Borough of Brooklyn, 1908.....	2,750,000
Borough of Brooklyn, 1909.....	2,543,000

CONRON BROTHERS COMPANY ET AL.

Borough of Bronx, 1911.....	\$13,700
-----------------------------	----------

THE FLATBUSH GAS COMPANY.

Borough of Brooklyn, 1910.....	\$800,000
--------------------------------	-----------

FLATBUSH WATER WORKS COMPANY.

Borough of Brooklyn, 1903.....	\$452,500
--------------------------------	-----------

JAMAICA GAS LIGHT COMPANY.

Borough of Queens, 1910.....	\$200,000
------------------------------	-----------

JAMAICA WATER SUPPLY COMPANY.

Borough of Queens, 1910.....	\$550,000
------------------------------	-----------

LONG ISLAND ELECTRIC RAILROAD COMPANY.

Borough of Queens, 1910.....	\$425,000
------------------------------	-----------

LONG ISLAND RAILROAD COMPANY.

Borough of Queens, 1901.....	\$80,000
Borough of Queens, 1902.....	80,000
Borough of Queens, 1903.....	2,000
Borough of Queens, 1907.....	100,000
Borough of Brooklyn, 1903.....	85,000
Borough of Brooklyn, 1904.....	30,000

MANHATTAN RAILWAY COMPANY.

Borough of Bronx, 1906.....	\$2,650,000
Borough of Bronx, 1907.....	2,900,000
Borough of Bronx, 1908.....	3,500,000
Borough of Bronx, 1909.....	3,500,000
Borough of Manhattan, 1906.....	60,050,000
Borough of Manhattan, 1907.....	72,000,000
Borough of Manhattan, 1908.....	75,000,000
Borough of Manhattan, 1909.....	75,000,000

A. D. MATTHEWS AND SONS.

Borough of Brooklyn, 1909.....	\$10,000
Borough of Brooklyn, 1910.....	10,000

MONTAUK WATER COMPANY.

Borough of Queens, 1908.....	\$5,270
Borough of Queens, 1909.....	5,300

NEW YORK CITY INTERBOROUGH RAILWAY COMPANY.

Borough of Bronx, 1910.....	\$675,000
Borough of Manhattan, 1910.....	75,000

NEW YORK MUTUAL GAS LIGHT COMPANY.

Borough of Manhattan, 1900.....	\$2,326,174
Borough of Manhattan, 1901.....	2,300,000
Borough of Manhattan, 1902.....	2,400,500
Borough of Manhattan, 1903.....	2,580,000
Borough of Manhattan, 1904.....	2,831,500

Borough of Manhattan, 1905.....	\$2,980,000
Borough of Manhattan, 1906.....	3,975,000
Borough of Manhattan, 1907.....	4,050,000
Borough of Manhattan, 1908.....	4,050,000
Borough of Manhattan, 1909.....	2,225,000

NEW YORK AND LONG ISLAND RAILROAD COMPANY, BY TRUSTEES.

Borough of Manhattan, 1908.....	\$3,175,000
Borough of Manhattan, 1909.....	3,350,000
Borough of Manhattan, 1910.....	4,451,500
Borough of Manhattan, 1911.....	4,451,500
Borough of Queens, 1908.....	1,675,000
Borough of Queens, 1909.....	1,500,000
Borough of Queens, 1910.....	1,000,000
Borough of Queens, 1911.....	1,000,000

NEW YORK AND LONG ISLAND TRACTION COMPANY.

Borough of Queens, 1910.....	\$197,500
------------------------------	-----------

NEW YORK AND QUEENS COUNTY RAILWAY COMPANY.

Borough of Queens, 1910.....	\$2,275,000
------------------------------	-------------

NEW YORK AND QUEENS ELECTRIC LIGHT AND POWER COMPANY.

Borough of Queens, 1907.....	\$300,000
------------------------------	-----------

NEW YORK AND QUEENS GAS LIGHT COMPANY.

Borough of Queens, 1907.....	\$140,000
------------------------------	-----------

NEWTOWN GAS COMPANY.

Borough of Queens, 1910.....	\$650,000
------------------------------	-----------

OCEAN ELECTRIC RAILWAY COMPANY.

Borough of Queens, 1908.....	\$90,700
------------------------------	----------

CARSTEN HENRY OFFERMAN ET AL.

Borough of Brooklyn, 1911.....	\$2,500
--------------------------------	---------

QUEENS BOROUGH GAS AND ELECTRIC COMPANY.

Boroughs of Queens and Brooklyn, 1909.....	\$250,000
--	-----------

QUEENS COUNTY WATER COMPANY.

Borough of Queens, 1909.....	\$275,000
------------------------------	-----------

RICHMOND HILL AND QUEENS COUNTY GAS LIGHT COMPANY.

Borough of Queens, 1910.....	\$125,000
------------------------------	-----------

PETER W. ROUSS, EXECUTOR OF WILL OF CHARLES BROADWAY
ROUSS.

Borough of Manhattan, 1911.....	\$5,500
---------------------------------	---------

SECOND AVENUE RAILROAD COMPANY.

Borough of Manhattan, 1901.....	\$4,055,480
Borough of Manhattan, 1902.....	4,417,700
Borough of Manhattan, 1903.....	4,210,000
Borough of Manhattan, 1904.....	4,210,000
Borough of Manhattan, 1905.....	4,425,000
Borough of Manhattan, 1906.....	4,425,000
Borough of Manhattan, 1907.....	5,770,000
Borough of Manhattan, 1908.....	5,780,000
Borough of Manhattan, 1909.....	4,500,000
Borough of Manhattan, 1910.....	4,500,000

TWENTY-EIGHTH AND TWENTY-NINTH STREETS CROSSTOWN
RAILROAD COMPANY.

Borough of Manhattan, 1910.....	\$150,000
---------------------------------	-----------

WOODHAVEN GAS LIGHT COMPANY.

Borough of Queens, 1910.....	\$195,000
------------------------------	-----------

YONKERS RAILROAD COMPANY.

Borough of Bronx, 1905.....	\$68,000
Borough of Bronx, 1906.....	70,000
Borough of Bronx, 1907.....	83,000
Borough of Bronx, 1909.....	73,000
Borough of Bronx, 1910.....	73,000

PENDING SPECIAL FRANCHISE TAX PROCEEDINGS. NEW YORK CITY.

CABLE, TELEGRAPH AND TELEPHONE.

COMMERCIAL CABLE COMPANY.

1910	\$430,000
1911	430,000

CONSOLIDATED TELEGRAPH AND ELECTRICAL SUBWAY COMPANY.

1910	\$7,325,000
1911	7,900,000

MEXICAN TELEGRAPH COMPANY.

1910	\$80,000
1911	80,000

NEW YORK TELEPHONE COMPANY.

1910	\$44,170,000
1911	48,500,000

POSTAL TELEGRAPH-CABLE COMPANY.

1910	\$360,400
1911	367,000

WESTERN UNION TELEGRAPH COMPANY.

1910	\$814,200
1911	874,000

ELECTRIC LIGHT AND POWER.

AMSTERDAM ELECTRIC LIGHT, HEAT AND POWER COMPANY.

1911	\$75,000
------------	----------

BRUSH ELECTRIC ILLUMINATING COMPANY.

1910	\$300,000
1911	300,000

EDISON ELECTRIC ILLUMINATING COMPANY OF BROOKLYN.

1910	\$12,000,000
1911	13,900,000

HOLMES ELECTRIC PROTECTIVE COMPANY.

1911	\$400,000
------------	-----------

KINGS COUNTY LIGHTING COMPANY.

1910	\$1,300,000
1911	2,100,000

NEW YORK EDISON COMPANY.

1910	\$38,128,000
1911	42,479,000

UNITED ELECTRIC LIGHT AND POWER COMPANY.

1910	\$5,100,000
1911	5,100,000

GAS.

BROOKLYN UNION GAS COMPANY.

1906	\$15,600,000
1907	17,200,000
1908	18,500,000
1909	16,300,000
1910	16,500,000
1911	17,850,000

CENTRAL UNION GAS COMPANY.

1910	\$1,750,000
1911	1,750,000

CONSOLIDATED GAS COMPANY.

1910	\$20,001,500
1911	20,642,500

FLATBUSH GAS COMPANY.

1911	\$950,000
------------	-----------

JAMAICA GAS LIGHT COMPANY.

1911	\$230,000
------------	-----------

NEW AMSTERDAM GAS COMPANY.

1910	\$6,500,000
------------	-------------

1911	6,500,000
------------	-----------

NEWTOWN GAS COMPANY.

1911	\$665,000
------------	-----------

NEW YORK MUTUAL GAS LIGHT COMPANY.

1910	\$2,225,000
------------	-------------

1911	2,500,000
------------	-----------

NEW YORK AND RICHMOND GAS COMPANY.

1910	\$340,000
------------	-----------

1911	373,000
------------	---------

NORTHERN UNION GAS COMPANY.

1910	\$1,100,000
------------	-------------

1911	1,100,000
------------	-----------

QUEENSBOROUGH GAS AND ELECTRIC COMPANY.

1910	\$250,000
------------	-----------

1911	200,000
------------	---------

RICHMOND HILL AND QUEENS COUNTY GAS LIGHT COMPANY.

1911	\$140,000
------------	-----------

STANDARD GAS LIGHT COMPANY.

1900	\$3,127,790
------------	-------------

1910	3,450,000
------------	-----------

1911	3,586,000
------------	-----------

WESTCHESTER LIGHTING COMPANY.

1910	\$250,000
------------	-----------

1911	300,000
------------	---------

WOODHAVEN GAS LIGHT COMPANY.

1911	\$250,000
------------	-----------

MISCELLANEOUS.

ABRAHAM AND STRAUS.

1910	Settled Sept., 1911
1911	\$18,000

ARBUCKLE BROTHERS.

1908	\$7,200
1909	7,200
1910	7,200
1911	7,200

ARBUCKLE, CHRISTINA, TRUSTEE.

1908	\$1,100
1911	1,100

BUSH TERMINAL RAILROAD COMPANY.

1911	\$350,000
------------	-----------

EMPIRE CITY SUBWAY COMPANY, LIMITED.

1907	\$7,840,000
1910	9,192,000
1911	10,000,000

FREDERICK LOESER AND COMPANY.

1911	\$6,000
------------	---------

METROPOLITAN LIFE INSURANCE COMPANY.

1911	\$8,000
------------	---------

McDONALD, JOHN B.

1902	\$5,000
1903	5,000
1904	5,000

NEW YORK MAIL AND NEWSPAPER TRANSPORTATION COMPANY.

1906	\$90,000
1907	90,000

NEW YORK QUOTATION COMPANY.

1910	\$175,000
------------	-----------

NEW YORK PNEUMATIC SERVICE COMPANY.

1907	\$150,000
------------	-----------

TUBULAR DISPATCH COMPANY.

1906	\$140,000
------------	-----------

MISCELLANEOUS RAILWAYS.

CENTRAL PARK, NORTH AND EAST RIVER RAILROAD COMPANY.

1910	\$2,750,000
1911	1,500,000

CONEY ISLAND AND BROOKLYN RAILROAD COMPANY.

1910	\$4,036,000
1911	2,965,000

EAST RIVER TERMINAL RAILROAD COMPANY.

1910	\$74,500
1911	74,500

EDENWALD STREET RAILWAY COMPANY.

1910	\$6,000
------------	---------

HARLEM RIVER AND PORTCHESTER RAILROAD COMPANY.

1909	\$607,900
1910	646,000
1911	2,070,900

HUDSON AND MANHATTAN RAILROAD COMPANY.

1908	\$6,900,000
1909	8,000,000
1910	10,900,000
1911	10,900,000

INTERBOROUGH RAPID TRANSIT COMPANY.

1910	\$183,500
1911	183,500

LONG ISLAND ELECTRIC RAILWAY COMPANY.

1911	\$425,000
------------	-----------

LONG ISLAND RAILROAD COMPANY.

1906	\$30,000
1908	1,143,400
1909	946,700
1910	1,107,700
1911	1,787,200

MANHATTAN RAILWAY COMPANY.

1910	\$78,512,500
1911	81,412,500

NASSAU ELECTRIC RAILROAD COMPANY. (Operated by L. I. R. R.)

1910	\$3,056,400
1911	3,056,400

NEW YORK, BROOKLYN AND MANHATTAN BEACH RAILROAD
COMPANY.

1908	\$430,000
1909	669,400
1910	739,600
1911	1,326,400

NEW YORK CENTRAL AND HUDSON RIVER RAILROAD COMPANY.

(Park Avenue.)

1900	\$10,192,000
1901	10,050,000
1902	10,050,000
1903	10,050,000
1904	10,050,000
1905	10,300,000
1906	11,200,000
1907	11,500,000
1908	12,299,400
1909	13,115,200
1910	13,115,200
1911	13,564,700

NEW YORK CENTRAL AND HUDSON RIVER RAILROAD COMPANY.
(Eleventh Avenue.)

1906	\$1,650,000
1907	2,400,000
1908	4,629,900
1909	4,572,000
1910	4,632,000
1911	4,650,000

NEW YORK CENTRAL AND HUDSON RIVER RAILROAD COMPANY.
(Bronx.)

1906	\$175,000
1907	200,000
1908	786,300
1909	898,100
1910	838,100
1911	2,249,700

NEW YORK AND LONG ISLAND TRACTION COMPANY.

1911	\$235,000
------------	-----------

NEW YORK AND QUEENS COUNTY RAILWAY COMPANY.

1911	\$1,657,500
------------	-------------

NEW YORK AND ROCKAWAY BEACH RAILWAY COMPANY.

1908	\$288,800
1909	254,800
1910	237,800
1911	333,500

NEW YORK, WESTCHESTER AND CONNECTICUT TRACTION
COMPANY.

1910	\$4,400
------------	---------

RICHMOND LIGHT AND RAILROAD COMPANY.

1907	\$500,000
1909	534,900
1910	550,000

SECOND AVENUE RAILROAD COMPANY.

1911	\$2,700,000
------------	-------------

STATEN ISLAND MIDLAND RAILROAD COMPANY.

1907	\$160,000
1909	175,000
1910	200,000

STATEN ISLAND RAILROAD COMPANY.

1908	\$84,800
1909	84,700
1910	84,700

STATEN ISLAND RAPID TRANSIT COMPANY.

1908	\$270,000
1909	316,000
1910	316,100

WILLIAMS TERMINAL RAILWAY COMPANY.

1907	\$4,000
------------	---------

YONKERS RAILROAD COMPANY, by Receiver.

1911	\$73,000
------------	----------

STREET RAILWAY SYSTEMS.

*Brooklyn Rapid Transit.*BROOKLYN CITY RAILROAD COMPANY, by BROOKLYN HEIGHTS
RAILROAD COMPANY, Lessee.

1901. Queens	\$1,826,700
1902. Queens	1,502,000
1903. Queens	1,502,000
1904. Queens	1,425,000
1905. Queens	1,520,000
1906. Queens	1,940,000
1907	21,710,000
1908	21,777,400
1909	20,071,000
1910	20,071,000
1911	20,071,000

BROOKLYN HEIGHTS RAILROAD COMPANY.

1905	\$95,000
1909	75,000
1910	75,000
1911	100,000

BROOKLYN HEIGHTS RAILROAD COMPANY, Lessee of a Certain
Track.

1910	\$6,000
------------	---------

BROOKLYN, QUEENS COUNTY AND SUBURBAN RAILROAD COMPANY.

1901. Queens	\$530,100
1902. Queens	175,000
1903. Queens	175,000
1904. Queens	155,000
1905. Queens	160,000
1906. Queens	170,000
1907	3,370,000
1908	3,478,200
1909	3,232,800
1910	2,788,300
1911	2,812,300

BROOKLYN UNION ELEVATED RAILROAD COMPANY.

1905	\$6,050,000
1909	18,019,000
1910	19,619,000
1911	25,406,200

CANARSIE RAILROAD COMPANY.

1908	\$34,600
1909	31,200
1910	35,200
1911	105,800

CONEY ISLAND AND GRAVESEND RAILWAY COMPANY.

1902	\$145,000
1903	105,000
1904	95,000

1909	\$120,000
1910	160,000
1911	160,000

NASSAU ELECTRIC RAILROAD COMPANY.

1907	\$10,950,000
1908	14,328,000
1909	13,280,400
1910	13,286,400
1911	8,877,500

PROSPECT PARK AND CONEY ISLAND RAILROAD COMPANY, by
SOUTH BROOKLYN RAILWAY COMPANY, Lessee.

1910	\$273,000
1911	376,300

SEA BEACH RAILWAY COMPANY.

1909	87,100
1910	118,300
1911	203,600

SOUTH BROOKLYN RAILWAY COMPANY.

1907	\$20,000
1908	32,500
1909	27,300
1910	47,400
1911	62,200

Metropolitan.

BLEECKER STREET AND FULTON FERRY RAILROAD COMPANY.

1910	\$730,000
1911	677,000

BROADWAY AND SEVENTH AVENUE RAILROAD COMPANY.

1910	\$7,955,000
1911	6,395,000

CENTRAL CROSSTOWN RAILROAD COMPANY.

1910	\$660,000
1911	360,000

CHRISTOPHER AND TENTH STREETS RAILROAD COMPANY.

1910	\$1,172,000
1911	1,073,000

EIGHTH AVENUE RAILROAD COMPANY.

1910	\$4,800,000
1911	5,415,000

FORT GEORGE AND ELEVENTH AVENUE RAILROAD COMPANY..

1910	\$317,000
1911	300,000

FORTY-SECOND STREET AND GRAND STREET FERRY RAILROAD
COMPANY.

1910	\$1,600,000
1911	1,111,000

METROPOLITAN STREET RAILWAY COMPANY.

1910	\$20,258,000
1911	17,172,000

NEW YORK AND HARLEM RAILROAD COMPANY.

1910	\$9,343,000
1911	7,790,000

NINTH AVENUE RAILROAD COMPANY.

1910	\$2,800,000
1911	2,616,000

SIXTH AVENUE RAILROAD COMPANY.

1910	\$4,550,000
1911	4,077,000

THIRTY-FOURTH STREET CROSSTOWN RAILWAY COMPANY.

1910	\$1,206,000
1911	614,000

TWENTY-THIRD STREET RAILWAY COMPANY.

1910	\$2,790,000
1911	1,477,000

Third Avenue.

BRONX TRACTION COMPANY.

1910	\$250,000
1911	260,000

DRY DOCK, EAST BROADWAY AND BATTERY RAILROAD COMPANY.

1910	\$1,400,000
1911	1,400,000

FORTY-SECOND STREET, MANHATTANVILLE AND ST. NICHOLAS
AVENUE RAILWAY COMPANY.

1910	\$4,206,000
1911	4,600,000

KINGS BRIDGE RAILWAY COMPANY.

1910	\$759,000
1911	759,000

NEW YORK CITY INTERBOROUGH RAILWAY COMPANY.

1911	\$750,000
------------	-----------

SOUTHERN BOULEVARD RAILROAD COMPANY.

1910	\$196,000
1911	212,000

THIRD AVENUE RAILROAD COMPANY.

1910	\$7,920,000
1911	8,300,000

UNION RAILWAY COMPANY.

1910	\$4,420,000
1911	4,635,000

WESTCHESTER ELECTRIC RAILROAD COMPANY.

1910	\$150,000
1911	150,000

WATER.

CITIZENS' WATER SUPPLY COMPANY OF NEWTOWN.

1911	\$850,000
------------	-----------

JAMAICA WATER SUPPLY COMPANY.

1911	\$600,000
------------	-----------

QUEENS COUNTY WATER COMPANY.

1900	\$179,564
1901	179,500
1902	176,500
1903	179,000
1904	190,000
1905	190,000
1906	216,000
1907	240,000
1908	300,000
1909	275,000
1910	250,000
1911	250,000

TAX CASES PENDING IN THE APPELLATE DIVISION.

THE PEOPLE OF THE STATE OF NEW YORK EX REL. INTERBOROUGH RAPID TRANSIT COMPANY *v.* OTTO KELSEY, AS COMPTROLLER OF THE STATE OF NEW YORK.

Proceeding to review determination of the Comptroller in assessing a franchise tax against the relator. Writ issued March 30, 1906. Return filed May 22, 1906.

THE PEOPLE OF THE STATE OF NEW YORK EX REL. SEA BEACH RAILROAD COMPANY *v.* CLARK WILLIAMS, AS STATE COMPTROLLER OF THE STATE OF NEW YORK.

Proceeding to review the determination of Comptroller in assessing franchise tax for two years ending June 30, 1909. Return filed August 23, 1910.

THE PEOPLE OF THE STATE OF NEW YORK EX REL. SOUTH BROOKLYN RAILWAY COMPANY *v.* CLARK WILLIAMS, AS COMPTROLLER OF THE STATE OF NEW YORK.

Proceeding to review determination of Comptroller in assessing franchise tax for the two years ending June 30, 1909. Return filed August 23, 1910.

THE PEOPLE OF THE STATE OF NEW YORK EX REL. DAVID WILLIAMS COMPANY *v.* WILLIAM SOHMER, AS COMPTROLLER OF THE STATE OF NEW YORK.

THE PEOPLE OF THE STATE OF NEW YORK EX REL. MINES FINANCE CO. *v.* WILLIAM SOHMER, AS COMPTROLLER OF THE STATE OF NEW YORK.

Proceeding to review determination of tax. Return filed June 27, 1911.

THE PEOPLE OF THE STATE OF NEW YORK EX REL. ELLIOTT-FISHER CO. *v.* WILLIAM SOHMER, AS COMPTROLLER OF THE STATE OF NEW YORK.

Proceeding to review determination of tax. Return filed June 27, 1911.

Proceeding to review determination of Comptroller in fixing franchise tax for year ending October 31, 1909. Return to writ filed July 14, 1911.

THE PEOPLE OF THE STATE OF NEW YORK EX REL. WHITE'S EXPRESS COMPANY *v.* WILLIAM SOHMER, AS COMPTROLLER OF THE STATE OF NEW YORK.

Proceeding to review the determination of the Comptroller in assessing taxes for the year ending June 30, 1910. Return to writ filed September 13, 1911.

THE PEOPLE OF THE STATE OF NEW YORK EX REL. INTERBOROUGH RAPID TRANSIT COMPANY *v.* WILLIAM SOHMER, AS COMPTROLLER OF THE STATE OF NEW YORK.

Proceeding to review adjustment of franchise taxes for years ending June 30, 1907, 1908, 1909 and 1910. Return to writ filed November 1, 1911.

THE PEOPLE OF THE STATE OF NEW YORK EX REL. AMERICAN ICE COMPANY *v.* STATE BOARD OF TAX COMMISSIONERS.

Proceeding to review determination of State Board of Tax Commissioners in assessing mortgage taxes. Writ issued September 30, 1911.

STATEMENT OF THE PRESENT CONDITION OF ALL
ACTIONS FOR THE DISSOLUTION OF CORPORA-
TIONS BROUGHT BY THE ATTORNEY-GENERAL
PRIOR TO JANUARY 1, 1912.

PEOPLE *v.* CAPITAL CITY LOAN COMPANY.

PEOPLE *v.* THE HARBOR AND SUBURBAN BUILDING AND SAVINGS
ASSOCIATION.

PEOPLE *v.* THE NINETEENTH WARD CO-OPERATIVE SAVINGS AND
LOAN ASSOCIATION.

The above were actions for dissolution of the above-named cor-
porations.

Judgment of dissolution entered, no receiver being appointed,
as there were no assets.

PEOPLE *v.* STATE BANK OF FORESTVILLE.

PEOPLE *v.* THE HOLLAND TRUST COMPANY.

PEOPLE *v.* THE NEW YORK BUILDING LOAN BANKING COMPANY.

PEOPLE *v.* THE GERMAN BANK.

PEOPLE *v.* THE METROPOLITAN BANK.

PEOPLE *v.* THE INTERNATIONAL GRAPHOPHONE COMPANY.

PEOPLE *v.* THE TWENTY-EIGHTH AND TWENTY-NINTH STREETS
CROSSTOWN RAILROAD COMPANY.

PEOPLE *v.* THE METROPOLITAN SURETY COMPANY.

The receivers appointed in the above-mentioned actions have
been endeavoring to close their trusts, but owing to litigation and
pending matters these receiverships have not been finally termi-
nated.

PEOPLE *v.* HOME MUTUAL AND BUILDING ASSOCIATION.

Final account of receiver filed and approved.

PEOPLE *v.* MANHATTAN REAL ESTATE AND LOAN COMPANY.

PEOPLE *v.* COOPER EXCHANGE BANK.

Final accounts of receivers have been filed in the above mat-
ters, and the final accounting is now pending before the court.

PEOPLE *v.* UNITED FREEDMAN'S LAND ASSOCIATION No. 2.

This case is practically terminated, as a decision was rendered
in a suit by the receiver to recover certain land, the only known
asset of the association, to the effect that the service of the sum-

mons and complaint in the institution of the action for dissolution was defective.

No order has been entered finally discharging the receiver.

PEOPLE *v.* THE ORIENTAL BANK.

The question as to the amount of the receiver's fees and allowances of his attorney is still pending on appeal.

PEOPLE *v.* GUARDIAN SAVINGS AND LOAN COMPANY.

PEOPLE *v.* THE TREASURY CORPORATION CO-OPERATIVE SAVINGS AND LOAN ASSOCIATION.

No assets have come into the hands of the receiver.

The receivership is kept alive for the purpose of discharging fraudulent mortgages.

VOLUNTARY DISSOLUTION PROCEEDINGS INSTITUTED DURING THE YEAR 1911.

- Jan. 4. Supreme Court — New York County. M. Brauner Pickle Works. (Order of dissolution granted.)
5. Supreme Court — Orange County. Twin Lakes Association. (Order of dissolution granted.)
5. Supreme Court — Oneida County. Knoxboro Canning Company. (Final report of receiver filed.)
14. Supreme Court — Queens County. Auburndale Co-operative Construction Company. (Receiver appointed.)
24. Supreme Court — Delaware County. E. E. Sweet Company. (Temporary receiver appointed to continue business.)
28. Supreme Court — Westchester County. Mount Vernon and Eastern Railroad Company. (Order of dissolution granted.)
30. Supreme Court — Erie County. Phelps-Menker Company. (Pending.)
30. Supreme Court — Broome County. Trustees of Protective Hose Company No. 3. (Order of dissolution granted.)
30. Supreme Court — Ulster County. The Clermont Company. (Receiver appointed.)

- Feb. 4. Supreme Court — New York County. The Oriental Bank. (Pending.)
7. Supreme Court — Erie County. Omega Land Company. (Order of dissolution granted.)
14. Supreme Court — Ontario County. Geneva Basket Company. (Receiver appointed.)
15. Supreme Court — New York County. The Bogota City Railway Company. (Order of dissolution granted.)
16. Supreme Court — Kings County. Ramzweiler Realty Company. (Pending.)
- Mar. 4. Supreme Court — Erie County. Foster & Glidden Engineering Company. (Temporary receiver appointed.)
9. Supreme Court — Kings County. Scandia Realty and Construction Company. (Order of dissolution granted.)
10. Supreme Court — New York County. Francis Noyes, a corporation. (Settlement of account of receiver pending.)
11. Supreme Court — Clinton County. United Provision and Supply Company of Plattsburgh. (Pending.)
13. Supreme Court — Cattaraugus County. Seneca Oil Company. (Confirmation of referee's report pending.)
13. Supreme Court — New York County. Pain Manufacturing Company. (Receiver appointed to carry on business.)
25. Supreme Court — New York County. Northern Condensed Milk Company of New York. (Report of referee filed.)
30. Supreme Court — New York County. George Schleicher Company. (Referee appointed to take proof.)
- April 4. Supreme Court — New York County. Union Stock Yard and Market Company. (Receiver appointed.)
14. Supreme Court — New York County. The Eureka Milling Company. (Order of dissolution granted.)

- April 28. Supreme Court — Seneca County. The Climax Specialty Company. (Pending.)
- May 6. Supreme Court — New York County. Wells, Fargo & Co's Bank. (Order of dissolution granted.)
12. Supreme Court — Erie County. Roberts Chemical Company. (Order of dissolution granted.)
17. Supreme Court — Erie County. Mutual Investment and Building Association of Buffalo. (Order of dissolution granted.)
- June 1. Supreme Court — Chemung County. The Municipal Credit Company. (Order of dissolution granted.)
8. Supreme Court — Suffolk County. Breakwater Oyster Company. (Order of dissolution granted.)
15. Supreme Court — Erie County. Hancock-Howell Electrical Engineering Company. (Pending.)
20. Supreme Court — New York County. Oldham Engineering Company. (Pending.)
27. Supreme Court — Washington County. Whitehall & St. Johns Towing and Transportation Company. (Motion to approve receiver's account.)
30. Supreme Court — New York County. B. Schacht & Silverson. (Pending.)
- July 5. Supreme Court — New York County. National Twenty-five Cent Department Stores Company. (Order of dissolution granted.)
7. Supreme Court — New York County. Irene Mill and Mining Company. (Order of dissolution granted.)
7. Supreme Court — New York County. Fulton Baking Company. (Settlement of receiver's account pending.)
13. Supreme Court — New York County. Metting & Hansen Company. (Order of dissolution granted.)
13. Supreme Court — New York County. H. S. Hansen Company. (Order of dissolution granted.)
14. Supreme Court — Kings County. New York Block and Manufacturing Company of the city of New York. (Pending.)

- July 18. Supreme Court — Suffolk County. The Heffley Drug Company. (Pending.)
22. Supreme Court — New York County. The Licensed Automobile Dealers of the City of New York. (Order of dissolution granted.)
28. Supreme Court — Kings County. East New York Provision Dealers Association. (Pending.)
29. Supreme Court — Nassau County. Empire Poultry Association, Inc., of Jericho, Nassau County, N. Y. (Order of dissolution granted.)
- Aug. 11. Supreme Court — New York County. W. B. Brown Company. (Order of dissolution granted.)
14. Supreme Court — New York County. The Clove Valley Land Company. (Order of dissolution granted.)
15. Supreme Court — Kings County. The New York Hydraulic and Steam Pump Company. (Order of dissolution granted.)
24. Supreme Court — St. Lawrence County. Raquette Foundry & Supply Company. (Order of dissolution granted.)
24. Supreme Court — Erie County. The Trustees of the Niagara Square People's Church. (Order of dissolution granted.)
25. Supreme Court — Monroe County. Rochester Rod and Gun Club. (Order of dissolution granted.)
26. Supreme Court — Kings County. Western Mantel Company. (Order of dissolution granted.)
- Sept. 1. Supreme Court — New York County. Melda Manufacturing Company. (Order of dissolution granted.)
1. Supreme Court — Westchester County. Westchester County Brewery. (Order of dissolution granted — receiver appointed.)
1. Supreme Court — Kings County. Long Island Building and Loan Association. (Pending.)
11. Supreme Court — New York County. Vincent Capitelli Company. (Pending.)

- Sept. 26. Supreme Court — Kings County. G. P. Truslow Company. (Order of dissolution granted.)
29. Supreme Court — Wayne County. Newark State Bank. (Order of dissolution granted.)
- Oct. 2. Supreme Court — Kings County. L. H. Raines & Co., Inc. (Action discontinued.)
3. Supreme Court — Erie County. Medina Gas Company. (Order of dissolution granted.)
18. Supreme Court — New York County. Lenhen Chemical Company. (Pending.)
20. Supreme Court — New York County. Indemnity Fire Insurance Company of New York. (Pending.)
- Nov. 1. Supreme Court — New York County. Quinroy Construction Company. (Pending.)
1. Supreme Court — Nassau County. Hempstead Realty Holding Corporation. (Order of dissolution granted.)
3. Supreme Court — Otsego County. The Otsego Lake Park. (Order of dissolution granted.)
11. Supreme Court — New York County. The Night and Day Safe Deposit Company. (Order of dissolution granted.)
27. Supreme Court — New York County. Debrowszky Gyula, a domestic corporation. (Order of dissolution granted.)
- Dec. 1. Supreme Court — Oneida County. Rome Brick Company. (Pending.)
4. Supreme Court — Delaware County. Buckle Tailoring Company. (Pending.)
5. Supreme Court — Cayuga County. The Weedsport Mills. (Pending.)
7. Supreme Court — Ontario County. Phelps Dairy Association. (Pending.)
12. Supreme Court — Monroe County. Flower City Moulding Works. (Pending.)
14. Supreme Court — Chautauqua County. Brass Band Association of Jamestown, N. Y. (Pending.)

- Dec. 15. Supreme Court — Erie County. McGrath & Bisgood Company. (Temporary receiver appointed.)
29. Supreme Court — New York County. Horseshoe Auto Tire Company. (Pending.)
-

SEQUESTRATION PROCEEDINGS INSTITUTED DURING THE YEAR 1911.

- Jan. 4. Supreme Court — Kings County. Carter, Black & Ayres v. Willsum Realty and Construction Company, Inc. (Pending.)
17. Supreme Court — Jefferson County. Commercial National Bank of Syracuse v. Sewall Island Paper Mills et al. (Pending.)
- March 1. Supreme Court — Erie County. Charles Warner Company v. Fulton Contracting Company. (Receiver appointed.)
- April 18. Supreme Court — Dutchess County. Willard P. Masten v. Richmond County Agricultural Society. (Pending.)
25. Supreme Court — Rensselaer County. Alden M. Young v. Troy, Rensselaer and Pittsfield Railroad Company. (Judgment for plaintiff, and receiver appointed.)
28. Supreme Court — New York County. Broadway Building Company v. Dominion Bankers' Corporation. (Pending.)
- May 27. Supreme Court — New York County. John L. Goss v. Williams Engineering and Contracting Company. (Judgment for Plaintiff.)
- June 12. Supreme Court — Kings County. Joseph Krause v. F. W. Carlin Construction Company. (Receiver appointed.)
- Aug. 2. Supreme Court — Richmond County. Sarah H. Barnes et al. v. Southfield Beach Company. (Pending.)
14. Supreme Court — Queens County. Angelo Cehio v. Bedford-Roanoke Company. (Pending.)

- Aug. 16. Supreme Court — Erie County. Charles B. Russell v. Great Northern Remedy Company. (Pending.)
18. Supreme Court — New York County. The Steward Printing Company v. Lawyers' Printing Company. (Pending.)
24. Supreme Court — New York County. Nathan Rudd v. The Widow Publishing Company. (Pending.)
26. Supreme Court — Broome County. Wylie B. Jones Advertising Agency v. Turnbull-Smith Company. (Pending.)
- Nov. 1. Supreme Court — Kings County. Michael Cohen & Co. v. Edinboro Construction Company. (Pending.)
- Dec. 6. Supreme Court — New York County. Thomas M. Carroll, "Trustee in the Matter of Elmer F. Woodbury, Bankrupt," v. Elmer F. Woodbury, Belleclaire Hotel Company et al. (Pending.)
14. Supreme Court — Richmond County. Adam Konopka v. Haft Construction Company. (Pending.)
-

FORECLOSURE ACTIONS INSTITUTED DURING THE YEAR 1911.

- Jan. 1. Supreme Court — New York County. John C. Heintz v. Matilda S. Jones et al. (Discontinued.)
5. Supreme Court — Kings County. Thomas F. Smith v. Jason C. Cameron et al. (Discontinued.)
5. Supreme Court — Kings County. Novenia White v. Henrietta Cooley et al. (Referee's report of sale confirmed.)
6. Supreme Court — New York County. Maria Eggers v. Bedford Park Construction Company et al. (Discontinued.)
10. Supreme Court — New York County. Julia A. Tiemann v. Charles A. Pecora et al. (Judgment for plaintiff.)

- Jan. 17. Supreme Court — New York County. American Mortgage Company v. Laura J. Mack et al. (Judgment for plaintiff.)
17. Supreme Court — New York County. Elizabeth H. Hoar v. The Eastern Crown Realty Company et al. (Judgment for plaintiff.)
20. Supreme Court — New York County. Frances Schwab, as Executrix, etc., v. David Robinson et al. (Two actions.) (Judgment for plaintiff.)
20. Supreme Court — Kings County. The Union Trust Company of Albany, N. Y., v. Henry C. Schalter, individually, etc., et al. (Discontinued.)
20. Supreme Court — New York County. Jennie Levine v. Simon Lazerowitz et al. (Judgment for plaintiff.)
23. Supreme Court — Kings County. Thomas G. Field, as Executor, etc., v. John J. O'Donnell, as Administrator, etc., et al. (Judgment for plaintiff.)
24. Supreme Court — Kings County. Alice A. Havemeyer v. John McCormack et al. (Judgment for plaintiff.)
24. Supreme Court — Kings County. Thomas Pitbladdo v. John McCormack et al. (Judgment for plaintiff.)
24. Supreme Court — Kings County. Title Guarantee and Trust Company v. Alice McCormack et al. (Judgment for plaintiff.)
25. Supreme Court — Kings County. William Gans v. Mary M. Stulz et al. (Discontinued as against People.)
27. Supreme Court — Kings County. Nathan Rosenthal v. M. D. Construction Company et al. (Judgment for plaintiff.)
28. Supreme Court — Kings County. Mary Davies v. Saverio Gallo et al. (Discontinued.)
28. Supreme Court — New York county. Edward F. Cole v. Charles F. R. Zuern et al. (Judgment for plaintiff.)

- Jan. 28. Supreme Court — New York County. East River Mill and Lumber Company v. Arthur W. Wall Building and Construction Company et al. (Pending.)
- Feb. 1. Supreme Court — Kings County. William McQuade v. Sophia Yossam et al. (Judgment for plaintiff.)
1. Supreme Court — Kings County. Aaron M. Weigert v. William Schlesinger et al. (Pending.)
2. Supreme Court — Kings County. Louis F. Gautier v. Adam Scherff et al. (Settled and discontinued.)
2. Supreme Court — Kings County. Louis F. Gautier v. Constantine Schmitt et al. (Settled and discontinued.)
2. Supreme Court — Kings County. Louis F. Gautier v. Lena Rathget et al. (Settled and discontinued.)
2. Supreme Court — Kings County. Bernard A. Myers v. Herrmann Mahnker et al. (Settled and discontinued.)
2. Supreme Court — Kings County. Bernard A. Myers v. Martin R. Franklin et al. (Settled and discontinued.)
2. Supreme Court — Kings County. Louis F. Gautier v. Harriet Garrison et al. (Settled and discontinued.)
2. Supreme Court — Kings County. Louis F. Gautier v. Peter McEnany et al. (Settled and discontinued.)
2. Supreme Court — Kings County. Louis F. Gautier v. John F. Maillie et al. (Settled and discontinued.)
2. Supreme Court — Kings County. Louis F. Gautier v. Frederick Balz et al. (Settled and discontinued.)
2. Supreme Court — Kings County. Louis F. Gautier v. Isaac Livingston et al. (Settled and discontinued.)
2. Supreme Court — Kings County. Bernard A. Myers v. Abraham Silverman et al. (Settled and discontinued.)

- Feb. 2. Supreme Court — Kings County. Bernard A. Myers v. Paul A. Piquet et al. (Settled and discontinued.)
2. Supreme Court — Kings County. Bernard A. Myers v. Catherine A. McCledden et al. (Two actions.) (Settled and discontinued.)
2. Supreme Court — Kings County. Bernard A. Myers v. Celia Shapiro et al. (Settled and discontinued.)
2. Supreme Court — Kings County. Louis F. Gautier v. Walter H. Devore et al. (Settled and discontinued.)
2. Supreme Court — Kings County. Louis F. Gautier v. Anna P. Ditmar et al. (Settled and discontinued.)
2. Supreme Court — Kings County. Louis F. Gautier v. Benjamin Andrews et al. (Settled and discontinued.)
2. Supreme Court — Kings County. Bernard A. Myers v. Raimondo Leone et al. (Settled and discontinued.)
2. Supreme Court — Kings County. Louis F. Gautier v. Guiseppe and Maria Delia et al. (Settled and discontinued.)
2. Supreme Court — Kings County. Louis F. Gautier v. Edward T. Kennard et al. (Settled and discontinued.)
2. Supreme Court — Kings County. Bernard A. Myers v. John H. Bromver et al. (Settled and discontinued.)
2. Supreme Court — Kings County. Bernard A. Myers v. Ephraim Johnson et al. (Two actions.) (Settled and discontinued.)
2. Supreme Court — Kings County. Bernard A. Myers v. Alvin T. Walsh et al. (Settled and discontinued.)
2. Supreme Court — Kings County. Louis F. Gautier v. Samuel Ellis et al. (Settled and discontinued.)

- Feb. 2. Supreme Court — Kings County. Louis F. Gautier v. Patrick F. Craddock et al. (Settled and discontinued.)
2. Supreme Court — Kings County. Louis F. Gautier v. James Bergin et al. (Settled and discontinued.)
2. Supreme Court — Kings County. Maurice F. Sprinz and Percival S. Sprinz v. William H. Sturgis et al. (Settled and discontinued.)
2. Supreme Court — Kings County. Maurice F. Sprinz and Percival S. Sprinz v. Louisa Heinstadt et al. (Settled and discontinued.)
2. Supreme Court — Kings County. Louis F. Gautier v. Andrew Watson et al. (Settled and discontinued.)
2. Supreme Court — Kings County. Louis F. Gautier v. Patrick Ruddy et al. (Settled and discontinued.)
2. Supreme Court — Kings County. Bernard A. Myers v. Harry J. Woronov et al. (Settled and discontinued.)
2. Supreme Court — Kings county. Louis F. Gautier v. Angeline Brumme et al. (Settled and discontinued.)
2. Supreme Court — Kings County. Louis F. Gautier v. John N. Marder and Emilie, his wife, et al. (Settled and discontinued.)
2. Supreme Court — Kings County. Louis F. Gautier v. Minnie Adelman et al. (Settled and discontinued.)
2. Supreme Court — Kings County. Louis F. Gautier v. Frederick Wahlers et al. (Settled and discontinued.)
2. Supreme Court — Kings County. Louis F. Gautier v. Andreia Arteca et al. (Settled and discontinued.)
2. Supreme Court — Kings County. Bernard A. Myers v. Peter Green et al. (Settled and discontinued.)
2. Supreme Court — Kings County. Louis F. Gautier v. Adam Buch et al. (Settled and discontinued.)

- Feb. 2. Supreme Court — Kings County. Bernard A. Myers v. William M. Belt et al. (Settled and discontinued.)
2. Supreme Court — Kings County. Louis F. Gautier v. Antonio Carrano et al. (Settled and discontinued.)
2. Supreme Court — Kings County. Louis F. Gautier v. Zachary Taylor et al. (Settled and discontinued.)
2. Supreme Court — Kings County. Louis F. Gautier v. Peter Graham et al. (Settled and discontinued.)
2. Supreme Court — Kings County. Louis F. Gautier v. Solomon Blumenfeld et al. (Settled and discontinued.)
2. Supreme Court — Kings County. Louis F. Gautier v. Gertrude C. Winthrop et al. (Three actions.) (Settled and discontinued.)
2. Supreme Court — Kings County. Bernard A. Myers v. Knickerbocker Mortgage and Realty Company et al. (Settled and discontinued.)
2. Supreme Court — Kings County. Bernard A. Myers v. Joseph Bayer et al. (Settled and discontinued.)
2. Supreme Court — Kings County. Louis F. Gautier v. Esther Bohana et al. (Settled and discontinued.)
2. Supreme Court — Kings County. Bernard A. Myers v. Katie Garrett et al. (Settled and discontinued.)
2. Supreme Court — Kings County. Bernard A. Myers v. Aaron Carlstein et al. (Settled and discontinued.)
2. Supreme Court — Kings County. Bernard A. Myers v. Elizabeth Christman et al. (Settled and discontinued.)
2. Supreme Court — Kings County. Louis F. Gautier v. Celestine Ott et al. (Two actions.) (Settled and discontinued.)
2. Supreme Court — Kings County. Bernard A. Myers v. Simon Levy et al. (Settled and discontinued.)

- Feb. 2. Supreme Court — Kings County. Louis F. Gautier v. Henry Bloomgarden et al. (Settled and discontinued.)
2. Supreme Court — Kings County. Bernard A. Myers v. Bertha Chevalier et al. (Settled and discontinued.)
2. Supreme Court — Kings County. Louis F. Gautier v. Moses Molbegat et al. (Settled and discontinued.)
2. Supreme Court — Kings County. Bernard A. Myers v. Louis and Simon Lieboss et al. (Settled and discontinued.)
2. Supreme Court — Kings County. Bernard A. Myers v. Charles and Catherine Hentschel et al. (Settled and discontinued.)
2. Supreme Court — Kings County. Louis F. Gautier v. Michael Kirby et al. (Settled and discontinued.)
2. Supreme Court — Kings County. Bernard A. Myers v. Sarah A. C. Moore et al. (Two actions.) (Settled and discontinued.)
2. Supreme Court — Kings County. Louis F. Gautier v. Elizabeth Bruch et al. (Settled and discontinued.)
2. Supreme Court — Kings County. Louis F. Gautier v. John Pientka et al. (Settled and discontinued.)
2. Supreme Court — Kings County. Louis F. Gautier v. Wilhelm and Eliza Schlubdiber et al. (Settled and discontinued.)
2. Supreme Court — Kings County. Bernard A. Myers v. Henry C. Bohack et al. (Settled and discontinued.)
2. Supreme Court — Kings County. Bernard A. Myers v. Mary Ann McHenry et al. (Settled and discontinued.)
2. Supreme Court — Kings County. Bernard A. Myers v. Obermeyer and Liebman Realty Corporation et al. (Settled and discontinued.)

- Feb. 2. Supreme Court — Kings County. Louis F. Gautier v. Michael F. Hoepfner et al. (Two actions.) (Settled and discontinued.)
2. Supreme Court — Kings County. Bernard A. Myers v. Carrie Miller et al. (Settled and discontinued.)
2. Supreme Court — Kings County. Bernard A. Myers v. Abram Van Nostrand et al. (Settled and discontinued.)
2. Supreme Court — Kings County. Louis F. Gautier v. Harry C. Underhill et al. (Settled and discontinued.)
2. Supreme Court — Kings County. Bernard A. Myers v. Rudolph Christensen et al. (Settled and discontinued.)
2. Supreme Court — Kings County. Louis F. Gautier v. Cornelius Schmitz et al. (Settled and discontinued.)
2. Supreme Court — Kings County. Louis F. Gautier v. Richard Rademacher et al. (Settled and discontinued.)
2. Supreme Court — Kings County. Bernard A. Myers v. John E. Finch et al. (Settled and discontinued.)
2. Supreme Court — Kings County. Louis F. Gautier v. Christian Heberle et al. (Settled and discontinued.)
2. Supreme Court — Kings County. Bernard A. Myers v. Isaac Levingson et al. (Settled and discontinued.)
2. Supreme Court — Kings County. Louis F. Gautier v. Siegmund Schreck et al. (Settled and discontinued.)
2. Supreme Court — Kings County. Louis F. Gautier v. Brooklyn Consolidated Realty Company et al. (Settled and discontinued.)
2. Supreme Court — Kings County. Bernard A. Myers v. John F. Maillie et al. (Settled and discontinued.)

- Feb. 2. Supreme Court — Kings County. Bernard A. Myers v. Hyman Preger et al. (Settled and discontinued.)
2. Supreme Court — Kings County. Louis F. Gautier v. Raske Miller et al. (Settled and discontinued.)
2. Supreme Court — Kings County. Bernard A. Myers v. Sheine Miller et al. (Settled and discontinued.)
2. Supreme Court — Kings County. Louis F. Gautier v. William and Sophie Schindler et al. (Settled and discontinued.)
2. Supreme Court — Kings County. Louis F. Gautier v. Curtis Brothers' Lumber Company et al. (Settled and discontinued.)
2. Supreme Court — Kings County. Louis F. Gautier v. Simmons' Realty and Construction Co. et al. (Settled and discontinued.)
2. Supreme Court — Kings County. Louis F. Gautier v. Lizzie Rapoport et al. (Settled and discontinued.)
2. Supreme Court — Kings County. Bernard A. Myers v. Max Lacher et al. (Settled and discontinued.)
2. Supreme Court — Kings County. Bernard A. Myers v. Gabriel Block et al. (Settled and discontinued.)
2. Supreme Court — Kings County. Bernard A. Myers v. William B. Agnew et al. (Settled and discontinued.)
2. Supreme Court — Kings County. Bernard A. Myers v. Benjamin and Reuben Mogilewsk et al. (Settled and discontinued.)
2. Supreme Court — Kings County. Louis F. Gautier v. Mamie Braverman et al. (Three actions.) (Settled and discontinued.)
2. Supreme Court — Kings County. Bernard A. Myers v. William S. Hurley et al. (Settled and discontinued.)
2. Supreme Court — Kings County. Bernard A. Myers v. Morris Rock et al. (Settled and discontinued.)

- Feb. 2. Supreme Court — Kings County. Louis F. Gautier v. The Borough Bank of Brooklyn et al. (Two actions.) (Settled and discontinued.)
2. Supreme Court — Kings County. Bernard A. Myers v. Brooklyn Development Company et al. (Settled and discontinued.)
2. Supreme Court — Kings County. Louis F. Gautier v. Samuel Thomas et al. (Two actions.) (Settled and discontinued.)
2. Supreme Court — Kings County. Louis F. Gautier v. James W. Crawford et al. (Settled and discontinued.)
2. Supreme Court — Kings County. Louis F. Gautier v. Maude V. Lorillard et al. (Settled and discontinued.)
2. Supreme Court — Kings County. Louis F. Gautier v. Sophy L. McCann et al. (Settled and discontinued.)
2. Supreme Court — Kings County. Bernard A. Myers v. Leon Geisman et al. (Settled and discontinued.)
2. Supreme Court — Kings County. Bernard A. Myers v. Sarah Bernstein et al. (Settled and discontinued.)
2. Supreme Court — Kings County. Bernard A. Myers v. John Fensch et al. (Settled and discontinued.)
2. Supreme Court — Kings County. Bernard A. Myers v. Adam Knupping et al. (Settled and discontinued.)
2. Supreme Court — Kings County. Louis F. Gautier v. Thomas Smith et al. (Settled and discontinued.)
2. Supreme Court — Kings County. Louis F. Gautier v. Theodore F. Cucurullo et al. (Settled and discontinued.)
3. Supreme Court — Kings County. Investing Associates v. Annie R. Spratley et al. (Discontinued.)
3. Supreme Court — Kings County. Alexander E. Cohen v. Jennie Geller et al. (Judgment for plaintiff.)

- Feb. 3. County Court — Queens County. Frederick Midden-
dorf v. Philip J. Moelius, Jr., and others. (Discon-
tinued.)
4. County Court — Kings County. Mary B. Heath v
Irene Hennig et al. (Judgment for plaintiff.)
6. Supreme Court — Kings County. Harry Zirinsky v.
Joseph I. Berlin et al. (Settled and discontinued.)
6. Supreme Court — Kings County. Harry Zirinsky v.
Abram Bierer et al. (Settled.)
6. Supreme Court — Kings County. Harry Zirinsky v.
Annie Rosenblatt et al. (Settled.)
6. Supreme Court — Kings County. Harry Zirinsky v.
Mary N. Scranton et al. (Settled.)
6. Supreme Court — Kings County. Harry Zirinsky v.
Joseph Riley et al. (Settled.)
6. Supreme Court — Kings County. Harry Zirinsky v.
Bella Silverman et al. (Settled.)
6. Supreme Court — Kings County. Harry Zirinsky v.
Maria Hartman et al. (Settled.)
6. Supreme Court — Kings County. Harry Zirinsky v.
George F. Pendleton et al. (Settled.)
6. Supreme Court — Kings County. Harry Zirinsky v.
Ephraim Johnson et al. (Settled.)
6. Supreme Court — Kings County. Harry Zirinsky v.
James Hamersham et al. (Settled.)
6. Supreme Court — Kings County. Harry Zirinsky v.
Edward A. Jeny et al. (Settled.)
6. Supreme Court — Kings County. Harry Zirinsky v.
Charles P. W. Hill et al. (Settled.)
6. Supreme Court — Kings County. Harry Zirinsky v.
Pasquale Bamonte et al. (Settled.)
6. Supreme Court — Kings County. Harry Zirinsky v.
Hitchcock Realty Company et al. (Settled.)
6. Supreme Court — Kings County. Harry Zirinsky v.
Mary S. Baker et al. (Settled.)
6. Supreme Court — Kings County. Harry Zirinsky v.
Julia L. Ellis et al. (Settled.)
6. Supreme Court — Kings County. Harry Zirinsky v.
Regina Strober et al. (Settled.)

- Feb. 6. Supreme Court — Kings County. Harry Zirinsky v. Hyman Beckenstein et al. (Settled.)
6. Supreme Court — Kings County. Harry Zirinsky v. John E. Finch et al. (Settled.)
6. Supreme Court — Kings County. Harry Zirinsky v. Jacob J. Leyendecker et al. (Settled.)
6. Supreme Court — Kings County. Harry Zirinsky v. Louis Lewin et al. (Settled.)
6. Supreme Court — Kings County. Harry Zirinsky v. The Inter-Bay Realty Company et al. (Settled.)
6. Supreme Court — Kings County. Harry Zirinsky v. Congregational Sons of Jacob et al. (Settled.)
6. Supreme Court — Kings County. Harry Zirinsky v. John Bonne et al. (Settled.)
6. Supreme Court — Kings County. Harry Zirinsky v. Frank Forman et al. (Settled.)
6. Supreme Court — Kings County. Harry Zirinsky v. Jane Mulligan et al. (Settled.)
7. Supreme Court — New York County. The North Central Realty Company v. Eleanor Blackman et al. (Judgment for plaintiff.)
8. Supreme Court — Kings County. Carl Hennig Pearson v. Anna Pearson Johnson. (Discontinued.)
8. Supreme Court — Queens County. The Mutual Life Insurance Company of New York v. Andrew J. Van Keuren and others. (Discontinued.)
8. Supreme Court — New York County. The Greenwich Savings Bank v. Hyman Levin and others. (Judgment for plaintiff.)
8. Supreme Court — New York County. Henry H. Jackson v. Joseph Gingold et al. (Judgment for plaintiff.)
9. Supreme Court — Kings County. William F. Bridge, as Trustee, etc., v. Irene Hennig et al. (Pending.)
9. Supreme Court — Kings County. Richard M. Wyckoff, as Executor, etc., v. Irene Hennig et al. (Pending.)

- Feb. 9. Supreme Court — Kings County. Lawyers' Mortgage Company v. Abram M. Wisan et al. (Judgment for plaintiff.)
10. Supreme Court — Kings County. The Tax Lien Company of New York v. Mamie Braverman et al. (Two actions.) (Discontinued.)
10. Supreme Court — Kings County. Henry C. Griffin and another, as Executor, etc., v. Edward A. Farrell et al. (Pending.)
11. Supreme Court — Kings County. Daniel London v. Thomas Quinn et al. (Discontinued.)
15. Supreme Court — Kings County. Orion H. Cheney, as Superintendent of Banks of the State of New York, v. Abram Kleinman et al. (Pending.)
15. Supreme Court — Kings County. North Side Bank of Brooklyn v. Lena Bloomgarden, Individually and as Administratrix, et al. (Judgment for plaintiff.)
20. Supreme Court — New York County. James S. Flood v. Nellie Hill Donohue and others. (Discontinued.)
22. Supreme Court — New York County. Margaret L. Fletcher v. Catherine E. McArdle, Individually and as Administratrix. (Judgment for plaintiff.)
25. Supreme Court — Kings County. Louis F. Gautier v. Morris Wiener et al. (Settled and discontinued.)
25. Supreme Court — Kings County. Louis F. Gautier v. Charles Umla et al. (Settled and discontinued.)
25. Supreme Court — Kings County. Louis F. Gautier v. Rosa Windel et al. (Settled and discontinued.)
25. Supreme Court — Kings County. Louis F. Gautier v. Mary White et al. (Settled and discontinued.)
25. Supreme Court — Kings County. Louis F. Gautier v. Angela Cerrono et al. (Settled and discontinued.)
25. Supreme Court — Kings County. Louis F. Gautier v. Minnie Barton et al. (Settled and discontinued.)

- Feb. 25. Supreme Court — Kings County. Louis F. Gautier v. Samuel and Morris Rudnick et al. (Settled and discontinued.)
25. Supreme Court — Kings County. Louis F. Gautier v. Deborah Zlate Berson et al. (Settled and discontinued.)
25. Supreme Court — Kings County. Louis F. Gautier v. Dora Forum et al. (Settled and discontinued.)
25. Supreme Court — Kings County. Louis F. Gautier v. Clara Margulies et al. (Settled and discontinued.)
25. Supreme Court — Kings County. Bernard A. Myers v. Tifereth Bnei Jacob et al. (Settled and discontinued.)
25. Supreme Court — Kings County. Bernard A. Myers v. Ferdinand Loch et al. (Settled and discontinued.)
25. Supreme Court — Kings County. Louis F. Gautier v. Fannie Simon et al. (Settled and discontinued.)
25. Supreme Court — Kings County. Louis F. Gautier v. Louis Hand et al. (Settled and discontinued.)
25. Supreme Court — Kings County. Bernard A. Myers v. Celia Maskin et al. (Settled and discontinued.)
25. Supreme Court — Kings County. Bernard A. Myers v. Ida Balinsky et al. (Settled and discontinued.)
25. Supreme Court — Kings County. Louis F. Gautier v. National Pahquioque Bank et al. (Settled and discontinued.)
25. Supreme Court — Kings County. Louis F. Gautier v. Frank Forman et al. (Two actions.) (Settled and discontinued.)
25. Supreme Court — Kings County. Bernard A. Myers v. Isaac Goldberg et al. (Settled and discontinued.)
28. Supreme Court — New York County. Elise Boyd v. Jacob Cohen et al. (Judgment for plaintiff.)
28. Supreme Court — New York County. Robert T. Oliver v. Anna T. Fliess et al. (Judgment for plaintiff.)

- March
1. Supreme Court — New York County. August J. Freutel v. Caroline Keller et al. (Pending.)
 1. Supreme Court — Kings County. Louis F. Gautier v. Barwin Realty Company et al. (Settled and discontinued.)
 1. Supreme Court — Kings County. Louis F. Gautier v. Polstein & Polstein, Inc., et al. (Settled and discontinued.)
 2. Supreme Court — Kings County. Theodor E. Auerbach v. James E. Pearson et al. (Judgment for plaintiff.)
 2. Supreme Court — New York County. Isaac Weil v. Isaac Chauser et al. (Judgment for plaintiff.)
 3. Supreme Court — Kings County. Tillie Karasik v. Dominick Feeney et al. (Settled.)
 4. Supreme Court — New York County. William E. Gearon v. Joseph H. Bruce et al. (Pending.)
 4. Supreme Court — Kings County. The Mutual Life Insurance Company of New York v. Moses H. Moses et al. (Discontinued.)
 6. Supreme Court — Kings County. Louis F. Gautier v. Joseph Goldstein et al. (Settled and discontinued.)
 6. Supreme Court — Kings County. Antoinette B. DeWitt v. Daniel Conelly et al. (Discontinued.)
 7. Supreme Court — Kings County. The Williamsburgh Savings Bank v. Rochuma Geltman et al. (Pending.)
 7. Supreme Court — New York County. Sarah Wohlgenuth v. Pauline Reiner et al. (Pending.)
 7. Supreme Court — New York County. Mary Goodwin et al., as Executors, etc., v. Alice McGrath et al. (Judgment for plaintiff.)
 8. Supreme Court — New York County. Gennaro Sferra v. Thomas J. Keane. (Judgment for plaintiff.)
 10. Supreme Court — New York County. Aaron Blume and Lillie Blume v. Morris Simon et al. (Judgment for plaintiff.)

- Mar. 11. Supreme Court — New York County. Solomon H. Kohn v. Sigmund Levin et al. (Judgment for plaintiff.)
15. Supreme Court — Kings County. Lillian Lipstadt v. The Borough Bank of Brooklyn et al. (Two actions.) (Discontinued.)
16. Supreme Court — Kings County. Wilma P. Stern, as Guardian of Francis E. Stern and Doris W. Stern, v. Joseph Friedberg et al. (Discontinued.)
16. Supreme Court — Kings County. Margaret E. Mitchell v. Irene Hennig et al. (Pending.)
17. Supreme Court — New York County. Carl Schuster and another, as surviving Executors, etc., of August Koenig v. The Arthur W. Wall Building and Construction Company et al. (Judgment for plaintiff.)
23. Supreme Court — Kings County. Herbert R. King, as Trustee, etc., v. Ferdinando Savarese et al. (Discontinued.)
24. Supreme Court — Kings County. Mabel E. Foy v. Lorenzo Gennaro et al. (Judgment for plaintiff.)
24. Supreme Court — New York County. Henry B. Twombly, as Trustee for Pauline Florence Brower, etc., v. Harry Muldoon et al. (Judgment for plaintiff.)
28. Supreme Court — New York County. Orphan Asylum Society in the City of New York v. Henry C. Peck et al. (Judgment for plaintiff.)
28. Supreme Court — Kings County. Ward W. Simmons v. Rosalie Syperrek et al. (Judgment for plaintiff.)
29. Supreme Court — New York County. Louis Rodchinsky v. David Robinson et al. (Pending.)
31. Supreme Court — Kings County. Herman B. Scharmann v. Elias A. Deutschmann et al. (Judgment plaintiff.)
31. Supreme Court — Kings County. Louis F. Gautier v. Eva Hertz et al. (Settled and discontinued.)

- April
3. Supreme Court — New York County. Metropolitan Life Insurance Company v. Lenox Realty Company et al. (Action No. 2.) (Judgment for plaintiff.)
 3. Supreme Court — New York County. The Mutual Life Insurance Company of New York v. David Levy et al. (Judgment for plaintiff.)
 4. Supreme Court — Queens County. James S. Lawson et al., as Executors and Trustees, v. John H. Jones et al. (Two actions.) (Action No. 1, judgment for plaintiff; action No. 2, discontinued.)
 5. Supreme Court — Kings County. The Tax Lien Company of New York v. Oliver W. Clapp. (Discontinued as against People.)
 6. Supreme Court — New York County. Jacob Kottek v. Peter De Witt et al. (Plaintiff to serve amended complaint.)
 7. Supreme Court — Kings County. Harry Zirinsky v. Carl Ramme et al. (Settled.)
 7. Supreme Court — Kings County. Harry Zirinsky v. Rosa T. Byrnes et al. (Discontinued.)
 7. Supreme Court — Kings County. Harry Zirinsky v. Ann Clark et al. (Discontinued.)
 7. Supreme Court — Kings County. Harry Zirinsky v. Silas Mott et al. (Settled.)
 11. Supreme Court — Kings County. Addison G. Topping and another, as Executors of Gardiner B. Topping, deceased, v. Charles Henson et al. (Pending.)
 11. Supreme Court — New York County. Adele Herold v. Edward Cladel et al. (Pending.)
 13. Supreme Court — Kings County. Lillian L. Canda v. Mary Murphy et al. (Pending.)
 13. Supreme Court — Kings County. Bertha C. Herrfeldt v. Mary Duffy et al. (Judgment for plaintiff.)
 15. Supreme Court — Kings County. The Williamsburgh Savings Bank v. Evangeline C. Shea et al. (Pending.)

- April 18. Supreme Court — New York County. Mary A. Peters and another v. Andrea Cirolli et al. (Discontinued.)
18. Supreme Court — Kings County. Albert J. Packert v. Nellie Packert et al. (Discontinued.)
19. Supreme Court — Kings County. Abraham H. Eppstein v. Joseph Friedman and other. (Pending.)
19. Supreme Court — New York County. Eliza Worthington v. Catherine Connors et al. (Pending.)
24. Supreme Court — Kings County. Alma Glockner v. Louis Henry Pflug et al. (Pending.)
24. Supreme Court — New York County. McConihe Realty Company v. Herman Schapierer et al. (Judgment for plaintiff.)
25. Supreme Court — New York County. Ida Semel v. Moritz Weisberger et al. (Judgment for plaintiff.)
25. Supreme Court — Kings County. Harry Zirinsky v. Louisa A. Tyler et al. (Settled.)
25. Supreme Court — Kings County. Harry Zirinsky v. Artemus B. Smith et al. (Settled.)
27. Supreme Court — New York County. Martha Schlesinger v. Main Realty Company et al. (Judgment for plaintiff.)
28. Supreme Court — Nassau County. Caroline Hohenrath v. Sophie M. C. Ewer et al. (Judgment for plaintiff.)
29. Supreme Court — Kings County. William E. Bird, Jr., v. Christopher Loewe et al. (Pending.)
- May 1. Supreme Court — New York County. Mary Jange v. Fannie Taus et al. (Pending.)
4. Supreme Court — New York County. Natty Mishkin v. Moritz Weisberger et al. (Pending.)
6. Supreme Court — Kings County. Alonzo E. De Baun v. Henry Webster and other. (Pending.)
6. Supreme Court — Nassau County. Clelia S. Parsons v. Inner Beach Land Company et al. (Pending.)
6. Supreme Court — New York County. Eliza W. Gibson v. Joseph Tepfenhart et al. (Judgment for plaintiff.)

- May. 6. Supreme Court — New York County. David Webster v. Cheney Realty Corporation et al. (Judgment for plaintiff.)
8. Supreme Court — New York County. Union Dime Savings Bank v. August W. Brockmyer et al. (Judgment for plaintiff.)
13. Supreme Court — Kings County. Theodore C. Uhink and another v. Moses Napelbaum and others. (Discontinued.)
13. Supreme Court — New York County. The Clyde Realty Company v. Frederick Ambrose Clark et al. (Discontinued as against People.)
13. Supreme Court — Kings County. Joseph B. Silman v. Louis Leavitt et al. (Discontinued as against People.)
13. Supreme Court — Kings County. Joseph B. Silman v. Henry J. Robinson and others. (Discontinued against People.)
13. Supreme Court — Kings County. Joseph B. Silman v. Charles Pfizer & Co. et al. (Discontinued as against People.)
13. Supreme Court — Kings County. Joseph B. Silman v. Giuseppe Maggio et al. (Discontinued as against People.)
13. Supreme Court — Kings County. Urban Kneer v. Charles J. Hedeman et al. (Judgment for plaintiff.)
18. Supreme Court — New York County. Jonas Weil and another v. Joseph Stone and others. (Judgment for plaintiff.)
18. County Court — Kings County. Title Guarantee and Trust Company v. Sara Morris et al. (Pending.)
19. Supreme Court — Kings County. Samuel M. Melker, as Trustee, v. Joseph Walbrocht et al. (Pending.)
19. Supreme Court — Kings County. Cecelia McCormack v. Vito Gioia et al. (Judgment for plaintiff.)
19. County Court — Kings County. Charles A. Moran, as Trustee under Will of Anson Blake, deceased, etc., v. William J. Hayes et al. (Pending.)

- May 22. Supreme Court — New York County. Bertha R. Fox v. Seleg Freedman et al. (Judgment for plaintiff.)
24. Supreme Court — Westchester County. City of Mt. Vernon v. Frank E. Field et al. (Judgment for plaintiff.)
24. Supreme Court — Westchester County. The city of Mount Vernon v. John Lindloge et al. (Judgment for plaintiff.)
25. Supreme Court — Nassau County. Ermina M. Denton v. Title Guarantee and Trust Company, as Executors, etc., and others. (Pending.)
27. Supreme Court — New York County. Mary Alice Jeffery v. Nicola Dursso et al. (Judgment for plaintiff.)
- June 3. Supreme Court — Kings County. Bond and Mortgage Guarantee Company v. George L. Curcio et al. (Pending.)
3. Supreme Court — Kings County. Thomas Leonard v. Emma Louise Steiner et al. (Dismissed as against People.)
3. Supreme Court — Kings County. Martha Smith v. Charlotte A. Smith et al. (Discontinued as against People.)
8. Supreme Court — New York County. John A. Deraismes v. The Connecticut Trust and Safe Deposit Company, as Trustee et al. (Pending.)
14. County Court — Kings County. Board of Foreign Missions of the Methodist Episcopal Church v. Dartmouth Realty Company et al. (Discontinued.)
15. Supreme Court — Kings County. Metropolitan Life Insurance Company v. William E. Hebberd et al. (Judgment for plaintiff.)
17. Supreme Court — New York County. Susan Van Praag v. Friedland Realty Company et al. (Discontinued.)
17. Supreme Court — Kings County. Andrew L. Wright v. Charles E. Teale, public administrator. (Judgment for plaintiff.)

- June 21. Supreme Court — New York County. William Herz v. Annie Miner et al. (Judgment for plaintiff.)
21. Supreme Court — New York County. Andrew Wilson, as Trustee under the last will and testament of Charles E. Fleming, deceased, v. Isaac Levy et al. (Pending.)
21. Supreme Court — New York County. William G. Wood and Ronald K. Brown, etc. v. Vittore Signore et al. (Pending.)
21. Supreme Court — Albany County. Albany County Savings and Loan Association v. Sarah Cohn et al. (Judgment for plaintiff.)
22. Supreme Court — New York County. Katie Hoehn v. Michael Sache et al. (Judgment for plaintiff.)
22. Supreme Court — Westchester County. James D. Keeler v. John A. Strothkamp and others. (Judgment for plaintiff.)
24. Supreme Court — Nassau County. Albert Cheshire v. Patrick Crummey et al. (action No. 2). (Judgment for plaintiff.)
27. County Court — Kings County. Jewell E. Kenna v. Giovanni Zitelli et al. (Judgment for plaintiff.)
27. County Court — Kings County. The Dime Savings Bank of Williamsburgh v. Charles Mennig et al. (Judgment for plaintiff.)
27. Supreme Court — New York County. Susan C. Edwards v. Elizabeth Smith and others. (Judgment for plaintiff.)
27. Supreme Court — Westchester County. John Davis, Jr. v. John Cook et al. (Judgment for plaintiff.)
28. Supreme Court — New York County. Leopold Haas v. Joseph Cohn et al. (Judgment for plaintiff.)
30. Supreme Court — Fulton County. Catherine M. Johnson v. John W. Mickel et al. (Pending.)
- July 1. County Court — Queens County. Henry Burden v. Amelia Finn et al. (Pending.)
3. Supreme Court — New York County. J. Stanley Foster v. John Connolly et al. (Pending.)

- July
6. Supreme Court — Kings County. F. Edna Myers v. Julia Neppert et al. (Discontinued.)
 6. Supreme Court — Kings County. Daniel London v. City of New York, People of the State of New York, Katherine Arnott, etc. (Discontinued.)
 7. Supreme Court — Kings County. Herbert Meyer v. Nathan Fiegenbaum et al. (Pending.)
 8. Supreme Court — New York County. Morris Weinstein v. Nathan Rubenstein et al. (Discontinued.)
 12. Supreme Court — Nassau County. Albert Cheshire v. John B. Minikin et al. (Judgment for plaintiff.)
 12. Supreme Court — Kings County. Charles H. Weidner v. John Waters and others. (Pending.)
 13. Supreme Court — New York County. Eversley Childs, as Executor, etc. v. William J. Greenfield et al. (Judgment for plaintiff.)
 15. Supreme Court — Westchester County. Metropolitan Life Insurance Company v. Isaac Rodman et al. (Pending.)
 17. Supreme Court — New York County. The Franklin Society for Home Building and Savings v. John P. Wenninger and others. (Pending.)
 19. Supreme Court — New York County. Joseph Rabinowitz v. Augusta Greenspan et al. (Pending.)
 19. Supreme Court — New York County. Emma Keller v. Salvatore Genovese et al. (Two actions). (Pending.)
 20. Supreme Court — New York County. Rubin Fish v. Fannie Goldberg et al. (Pending.)
 21. Supreme Court — New York County. William H. Schmohl v. Amelia Rubinsky and others. (Judgment for plaintiff.)
 21. Supreme Court — New York County. Frederick G. Reed v. Amelia Rubinsky and others. (Pending.)
 22. Supreme Court — Kings County. Martha A. Place v. William M. Marshall and others. (Judgment for plaintiff.)

- July 27. Supreme Court — Westchester County. People's Savings Bank of the town of Yonkers v. John Clark, individually and as administrator, etc., of Maria B. Clark, and others. (Judgment for plaintiff.)
29. Supreme Court — New York County. Woodmont Realty Company v. The Sun Construction Company et al. (Judgment for plaintiff.)
29. Supreme Court — New York County. John W. Fincke, as substituted Trustee, etc., v. William D. Miller and others. (Discontinued.)
29. Supreme Court — Kings County. Second United Cities Realty Corporation v. Andrew Harbo et al. (Pending.)
- Aug. 1. Supreme Court — New York County. Fannie Falk v. Keba Chodorov and others. (Pending.)
3. Supreme Court — New York County. Charles P. Hallock v. Harry Wilkes et al. (Pending.)
4. Supreme Court — Kings County. The Henry Elias Brewing Company v. Rose Sattler et al. (Pending.)
5. Supreme Court — New York County. The Mutual Life Insurance Company of New York v. Frances E. Farrell and others. (Judgment for plaintiff and surplus money proceedings pending.)
5. Supreme Court — New York County. Mary Mosback v. Katie Silberfeld et al. (Judgment for plaintiff.)
9. Supreme Court — New York County. Lewis S. Davis v. Amelia Davis et al. (Judgment for plaintiff.)
11. County Court — Kings County. James Shevlin v. Annie Foley et al. (Judgment for plaintiff.)
11. Supreme Court — Kings County. Julius Biederman v. Wallaston Realty Company et al. (Discontinued.)
12. Supreme Court — New York County. Max Moskowitz v. Samuel Birnbaum et al. (Pending.)
12. Supreme Court — Kings County. Mechanics' Bank, Brooklyn v. Louis Meyer, Fannie Meyer, his wife, The Shetland Company et al. (Discontinued as against People.)

- Aug. 15. Supreme Court — New York County. Jennie Goldstein v. Samuel Birnbaum et al. (Judgment for plaintiff.)
16. Supreme Court — Kings County. Julius Biederman v. Investors' Mortgage Company. (Discontinued.)
19. Supreme Court — New York County. Carrie P. Burr et al., as Trustee, etc., v. Theresa V. Keys Bourke and others. (Pending.)
19. Supreme Court — Kings County. Tillie Karasik v. Marie Hanley, George W. Hanley and others. (Discontinued as against People.)
19. Supreme Court — Kings County. Tillie Karasik v. John Emerich et al. (Discontinued as against People.)
22. Supreme Court — New York County. Fanny Korn v. Judith E. Nelson et al. (Judgment for plaintiff.)
22. Supreme Court — New York County. Albany Savings Bank v. Moritz Klein Realty and Construction Company and others. (No appearance by this department.)
24. Supreme Court — Erie County. Laura L. Cooper v. Charles Pers et al. (No appearance by this department.)
24. Supreme Court — Kings County. Gustaf A. Johnson Building Company v. Andrew J. Harbo et al. (Pending.)
25. Supreme Court — New York County. Susan G. McNerny v. Laura L. Leeson, individually, etc., et al. (Judgment for plaintiff.)
25. Supreme Court — Kings County. Irene D. Taylor v. Henry J. Furlong, individually and as administrator, etc., et al. (Pending.)
26. Supreme Court — Kings County. Antoinette B. DeWitt v. Daniel Connelly and others. (Judgment for plaintiff.)
29. Supreme Court — New York County. Susan Van Praag v. Lesk Realty Company et al. (Pending.)

- Aug. 31. Supreme Court — New York County. Henrietta Cohn v. Samuel Goldberg and Fannie Goldberg, his wife, et al. (Pending.)
31. Supreme Court — New York County. John Palmieri v. Teresa Gidari et al. (Discontinued.)
31. Supreme Court — New York County. Harry Horwitz v. Isaac Levy et al. (Pending.)
31. County Court — Kings County. Herman B. Scharmann v. Mary Ann Hennessey, individually and as Executrix, etc., et al. (Judgment for plaintiff.)
- Sept. 1. Supreme Court — New York County. Joseph B. O'Neill v. Mutual Construction Company et al. (Discontinued as against People.)
2. Supreme Court — New York County. Martin J. Keogh, as Executor of the last will and testament of Mitchel Valentine, deceased, v. Annie Pariser, Harris Falkin, Joseph Larchan and others. (Pending.)
2. Supreme Court — Kings County. Daniel London v. Conrad Phleging et al. (Discontinued.)
8. Supreme Court — Kings County. Germania Savings Bank, Kings County, v. Charles F. Matlage, William Rubel, as Executor and Trustee, etc., and others. (Pending.)
11. Supreme Court — Kings County. Edward W. Rider v. Saverio Gallo and others. (Seven actions). (Pending.)
12. Supreme Court — New York County. Ethel Turnbull v. Morris Fogel and others. (Discontinued as against People.)
14. County Court — Kings County. The People's Trust Company, a corporation organized under the laws of New York, as Committee, etc., v. David Scharf, sometimes known as David Scharg, et al. (Judgment for plaintiff.)
14. Supreme Court — New York County. Jacob Goldberg and another v. William J. Phelan et al. (Pending.)

- Sept. 14. Supreme Court — New York County. Jacob Goldberg and another v. Herman Schapierer et al. (Pending.)
15. Supreme Court — New York County. August Ruff v. Joseph Cohen et al. (Judgment for plaintiff.)
16. Supreme Court — New York County. Emily Wagner v. Mayme Chrzanowski et al. (Pending.)
16. Supreme Court — Kings County. Philip Sachs v. Sarah Miller et al. (Discontinued.)
16. Supreme Court — New York County. Morris Weinstein v. Nathan Rubenstein et al. (Pending.)
20. Supreme Court — Westchester County. Fanny R. Bridges, as Executrix of the last will and testament of Elisha Hall Bridges, deceased, v. Richard L. Houghton et al. (Judgment for plaintiff.)
23. Supreme Court — New York County. Thomas W. Churchill v. James Patrick Noonan and John Reilly, individually, and as Executors, etc., et al. (Pending.)
27. Supreme Court — Richmond County. The Mutual Life Insurance Company of New York v. Anna A. Smith and others. (Discontinued.)
28. Supreme Court — New York County. The Hebrew Orphan Asylum of the City of New York v. Samuel Birnbaum et al. (Discontinued.)
28. Supreme Court — New York County. John Scally and Mary Scally v. Randall Oliver et al. (Pending.)
29. County Court — Kings County. Elizabeth Graham v. Van Dyke Construction Company and others. (Pending.)
30. Supreme Court — New York County. Mary M. Gardner v. Richard P. Lydon et al. (Two actions.) (Pending.)
30. Supreme Court — New York County. American Female Guardian Society and Home for the Friendless v. Milton M. Silverman and others, as Executors, etc., of Clementine M. Silverman, deceased, et al. (Pending.)

- Sept. 30. Supreme Court — New York County. New York Life Insurance Company v. Milton M. Silverman and others, as Executors, etc., of Clementine M. Silverman, deceased, et al. (Pending.)
- Oct. 2. Supreme Court — New York County. Anna B. Stemme, Henry Stemme and Frederick Steil, as Executors, etc., of John Stemme, deceased, v. Arthur H. Sanders et al. (Judgment for plaintiff.)
2. Supreme Court — New York County. Henry R. C. Watson, as sole surviving Executor and Trustee, etc., v. Thomas G. Barry and others. (Pending.)
3. Supreme Court — Kings County. Rosalie J. Goebel v. Tillie Fellerman and others. (Pending.)
4. Supreme Court — Kings County. Mabel E. Witte and Louisa S. Taft v. The Bay Ridge Park Improvement Company and others. (Discontinued.)
4. Supreme Court — New York County. Jessie C. McBride v. John Monaghan et al. (Pending.)
4. Supreme Court — Rockland County. William Kennedy v. Helen L. Rohm, as Executrix, etc., and others. (Two actions). (Judgment for plaintiff.)
5. Supreme Court — Chautauqua County. Anne B. Nicoll, as Trustee and life tenant under the will of Henry D. Nicoll, deceased, v. John H. C. Beckerink et al. (Judgment for plaintiff.)
6. Supreme Court — New York County. Helen O. Zurich v. Max Epstein et al. (Judgment for plaintiff.)
6. Supreme Court — New York County. Susan Van Praag v. Epstein-Cohen Company et al. (Pending.)
6. Supreme Court — New York County. Isidore Jackson v. Emma G. Townshend et al. (Judgment for plaintiff.)
6. Supreme Court — New York County. Betty Davidson v. Leopold Kaufman et al. (Pending.)
6. Supreme Court — New York County. Doretha S. Warsawer v. Louis Epstein et al. (Pending.)
7. Supreme Court — New York County. George M. Bruestle v. Isaac Levy and others. (Pending.)

- Oct. 11. Supreme Court — Kings County. Frank Lopardo v. Santillo Toloe et al. (Pending.)
12. Supreme Court — New York County. New York Orthopaedic Dispensary and Hospital v. Milton M. Silverman and others, as Executors, etc., of Clementine M. Silverman, deceased, et al. (Pending.)
12. Supreme Court — New York County. Louise J. Campbell v. James E. Callan and others. (Pending.)
14. Supreme Court — New York County. Jacob Larchan et al. v. Rosen Realty Company et al. (Pending.)
17. Supreme Court — New York County. Catherine A. Burton v. Gus E. Odell et al. (Pending.)
17. Supreme Court — New York County. Charles Schram v. William Abrahams et al. (Pending.)
20. Supreme Court — New York County. Katherine Elias v. Owen Treanor et al. (Pending.)
21. Supreme Court — Westchester County. The Union Savings Bank of Westchester County v. Peter E. Henderson et al. (Pending.)
23. Supreme Court — Kings County. Industrial Trust Company v. Daniel Donovan et al. (Pending.)
26. Supreme Court — Kings County. North Side Bank of Brooklyn v. Nathan Levy et al. (Pending.)
18. Supreme Court — New York County. William Allaire Shortt v. John Townshend and others. (Pending.)
31. Supreme Court — New York County. Julius A. Weigand v. Samuel Birnbaum et al. (Pending.)
- Nov. 2. Supreme Court — Kings County. Prospect Park Bank of Brooklyn v. Louis F. Rausch et al. (Pending.)
2. Supreme Court — Queens County. Prospect Park Bank of Brooklyn v. Otto Angele and another. (Pending.)
6. Supreme Court — Kings County. Harry Zirinsky v. Nellie Whittley Houghton et al. (Four actions). (Discontinued.)

- Nov. 7. Supreme Court — Kings County. Flora Groden v. John McLennan et al. (Pending.)
7. Supreme Court — Kings County. Flora Groden v. John Tecey et al. (Pending.)
6. Supreme Court — Kings County. Harry Zirinsky v. Jane Gilfeather et al. (Discontinued.)
11. Supreme Court — Kings County. William E. Bird, Jr., v. John Loewe et al. (Pending.)
15. Supreme Court — New York County. Eliza O'Kennedy v. Philip Cohen et al. (Pending.)
15. Supreme Court — New York County. Julia A. Groh v. Samuel Schenker et al. (Discontinued as against People.)
17. Supreme Court — New York County. Mannados Realty Company v. Michael Gorey et al. (Pending.)
17. Supreme Court — New York County. Thomas Doyle and Kate Doyle v. James M. Hanley and others. (Judgment for plaintiff.)
18. Supreme Court — New York County. Ferncliffe Realty Company v. Isaac Levy et al. (Pending.)
21. Supreme Court — Chautauqua County. Grey P. Stearns v. Salvatore Mezzio et al. (Pending.)
21. Supreme Court — Kings County. Charles V. Sutton v. Mary Hetherington et al. (Discontinued.)
21. Supreme Court — Kings County. Julius Biederman v. Thomas Edmund King et al. (Discontinued.)
22. Supreme Court — Saratoga County. Allen G. Peckham v. George D. Slade et al. (Pending.)
23. Supreme Court — New York County. The Metropolitan Savings Bank v. John Kelly et al. (Pending.)
27. Supreme Court — New York County. John T. Willets, as sole surviving Trustee under the last will and testament of Samuel Willets, deceased (Walter R. Willets residuary trust), v. David Lentin et al. (Pending.)

- Nov. 28. Supreme Court — Queens County. Rebecca Forsch v. Lena Green, The People of the State of New York et al. (Pending.)
29. Supreme Court — Kings County. Harry Zirinsky v. Maria T. Brennan et al. (Discontinued.)
29. Supreme Court — Kings County. Harry Zirinsky v. Henry Steinert et al. (Discontinued.)
29. Supreme Court — Kings County. Harry Zirinsky v. Joseph Hay et al. (Discontinued.)
29. Supreme Court — Kings County. Harry Zirinsky v. David Hopkins et al. (Discontinued.)
29. Supreme Court — Kings County. Harry Zirinsky v. Elizabeth P. Canfield et al. (Discontinued.)
29. Supreme Court — Queens County. Margaret Doyle Guinea, as Executor of the last will and testament of Julian Guinea, deceased, v. The People of the State of New York. (Pending.)
- Dec. 1. Supreme Court — New York County. John M. Bowers, as Executor of Franklin Osgood, deceased, v. Adelina Pandolfo individually, etc., et al. (Pending.)
5. Supreme Court — New York County. Empire City Savings Bank v. The William F. Lennon Construction Company and others. (Pending.)
- Supreme Court — Kings County. German Savings Bank of Brooklyn v. Morris Katlowitz et al. (Pending.)
5. Supreme Court — Kings County. Harry Zirinsky v. Isaac Winter et al. (Discontinued as against People.)
5. Supreme Court — Kings County. Harry Zirinsky v. Charles P. Molineaux et al. (Discontinued as against People.)
5. Supreme Court — Kings County. Harry Zirinsky v. Morris Glasser et al. (Discontinued as against People.)
5. Supreme Court — Kings County. Harry Zirinsky v. Henry E. Seal et al. (Discontinued as against People.)

- Dec. 5. Supreme Court — Kings County. Harry Zirinsky v. Jacob Schauf et al. (Discontinued as against People.)
5. Supreme Court — Kings County. Harry Zirinsky v. Howard E. Wheeler et al. (Discontinued as against People.)
5. Supreme Court — Kings County. Harry Zirinsky v. Union Mission Chapel Association of Brooklyn, E. D., et al. (Discontinued as against People.)
5. Supreme Court — Kings County. Harry Zirinsky v. Emma Elsie Rigby et al. (Discontinued as against People.)
5. Supreme Court — Kings County. Harry Zirinsky v. Benny Winter et al. (Discontinued as against People.)
5. Supreme Court — Kings County. Harry Zirinsky v. George A. Schmellk et al. (Discontinued as against People.)
5. Supreme Court — Kings County. Harry Zirinsky v. Frederick Ludwig Brenker et al. (Discontinued as against People.)
6. Supreme Court — Kings County. Julia Gleason v. Joseph Schnurer et al. (Pending.)
9. Supreme Court — Westchester County. Elford Realty Company v. L. Eugene Field et al. (Pending.)
9. Supreme Court — Kings County. Thomas Krekeler v. John Schauf et al. (Pending.)
12. Supreme Court — New York County. Hannah Hitchings, as sole surviving Executor under the last will and testament of Charles F. Hitchings, deceased, v. The Roseland Company et al. (Pending.)
12. Supreme Court — New York County. Alexander Sampson v. Joseph Focarile et al. (Pending.)
12. Supreme Court — New York County. Henry Gans et al., as Administrator, v. Adelina Pandolfo et al. (Pending.)

- Dec. 13. Supreme Court — New York County. John F. Kaiser v. Mary E. Robinson et al. (Discontinued.)
13. Supreme Court — New York County. John M. Haffen, as Executor, etc., v. Frank Zessin, as Executor, etc., et al. (Pending.)
14. Supreme Court — Westchester County. Lewis C. Platt v. Phila J. Carpenter et al. (Discontinued.)
15. Supreme Court — Kings County. John H. Hanley v. James Johnston, individually and as Executors, etc. (Pending.)
18. Supreme Court — Kings County. Emelie Huber and another, as sole surviving Executors under the last will and testament of Otto Huber, deceased, v. Henry I. Mock et al. (Action No. 1). (Pending.)
18. Supreme Court — Kings County. Emilie Huber and another, as sole surviving Executors under the last will and testament of Otto Huber, deceased, v. Henry I. Mock et al. (Action No. 2). (Pending.)
19. Supreme Court — New York County. George P. Messervy v. Jennie Goldstein et al. (Pending.)
20. Supreme Court — New York County. The Mutual Bank v. John S. Coleman et al. (Pending.)
21. Supreme Court — New York County. The Public Bank of New York City v. Morris J. Feinberg et al. (Pending.)
21. Supreme Court — New York County. Minna Eichner, as Administrator, etc., v. Charles S. Pell and others. (Pending.)
22. Supreme Court — Westchester County. Lewis C. Platt v. Lewis C. Platt, as Administrator of Marie L. Bellgardt, deceased, et al. (Pending.)
20. Supreme Court — New York County. District Number One of the Independent Order Benai Berith v. The People of the State of New York et al. (Pending.)
28. Supreme Court — New York County. Henry Kern v. Emma G. Townshend et al. (Pending.)

PARTITION PROCEEDINGS INSTITUTED DURING
THE YEAR 1911.

- Jan. 5. Supreme Court — Queens County. Mary E. Carroll
 v. James P. Hayes, impleaded with others. (Order
 of reference to take proof of title granted.)
7. Supreme Court — Fulton County. Phoebe J. Den-
 mark v. Nancy Drake et al. (Judgment in favor
 of plaintiff.)
14. Supreme Court — Kings County. Anders Victor
 Yonson v. John August Jansson et al. (Answer of
 People served March 6, 1911.)
19. Supreme Court — Kings County. Margaret Lieb v.
 William Kelly et al. (Order granted directing
 issuance of amended complaint.)
28. Supreme Court — New York County. Caroline
 Gindler v. Otto Rex et al. (Interlocutory judgment
 of sale granted.)
- Feb. 3. County Court — Queens County. Mary E. B. Munch
 v. Mary Welsh et al. (Judgment in favor of
 plaintiff.)
11. Supreme Court — Westchester County. Annie E.
 Sliney v. David Sliney. (Pending.)
22. Supreme Court — Kings County. John Collins
 Moran and Katherine M. Moran v. William J.
 Maguire, as Executor, etc., et al. (Action No. 1).
 (Judgment in favor of plaintiff.)
22. Supreme Court — Kings County. John Collins
 Moran and Katherine M. Moran v. William J.
 Maguire, as Executor, etc., et al. (Action No. 2).
 (Judgment in favor of plaintiff.)
22. Supreme Court — Kings County. John Collins
 Moran and Katherine M. Moran v. William J.
 Maguire, as Executor, etc., et al. (Action No. 3).
 (Judgment in favor of plaintiff.)

- Feb. 28. Supreme Court — New York County. Anna F. Cooper v. Huldah Davidson et al. (Pending.)
- Mar. 9. Supreme Court — Essex County. Effie M. Jenner, as widow and administratrix of the estate of Edgar G. Jenner, deceased, Bessie M. Richards, Rose Jenner and Ruth Jenner, by Milo C. Perry, as guardian ad litem, v. Selden E. Marvin, Jr., Grace Marvin King et al. (Pending.)
10. Supreme Court — Westchester County. Charles Worden v. Carrie L. Worden et al. (Pending.)
25. Supreme Court — Dutchess County. Sarah J. Morris v. Alice Adams et al. (Motion pending to bring in additional parties defendant.)
27. Supreme Court — Kings County. Margaret Meleady v. Daniel Lynch et al. (Trial pending.)
28. Supreme Court — New York County. Lizzie Hagen v. Richard Hagen et al. (Interlocutory judgment granted plaintiff.)
29. Supreme Court — New York County. Huldah Davidson v. Elias Shinsky et al. (Pending.)
31. Supreme Court — Dutchess County. Hattie L. Davis v. Gilbert Cusno, etc., et al. (Pending.)
- April 4. Supreme Court — Kings County. George Norris v. David McLellan et al. (Final judgment for plaintiff entered.)
6. Supreme Court — New York County. Walter S. Edelmeyer v. Emily M. Coburn et al. (Pending.)
28. Supreme Court — Queens County. Lillian J. Biehle v. Mary M. Biehle, individually and as administratrix, etc., et al. (Motion for final judgment for plaintiff pending.)
- May 10. Supreme Court — Kings County. Salvatore Savarese v. Carmela Savarese, individually and as administratrix, etc., et al. (Order of reference granted.)
11. Supreme Court — Richmond County. Annie Lyons et al. v. Joseph Esterbrook, individually, etc., et al. (Discontinued.)

- May 16. Supreme Court — Saratoga County. Arthur B. Phillips v. Alice M. Phillips et al. (Discontinued.)
20. Supreme Court — Saratoga County. Alice E. Phillips v. Arthur B. Phillips et al. (Discontinued.)
26. Supreme Court — New York County. William J. Phelan v. Patrick Kayes et al. (Pending.)
- June 5. Supreme Court — Montgomery County. Dwight Dillenbeck v. Norman Dillenbeck et al. (Judgment for plaintiff.)
19. Supreme Court — New York County. Benjamin Lichtenberg v. Eliza Lichtenberg et al. (Judgment for plaintiff.)
- July 15. Supreme Court — Kings County. Annie Arthur v. Mathilda Nixon et al. (Order of reference granted.)
19. Supreme Court — New York County. Joseph A. Schneider, as sole acting Executor, etc., v. Katharina Zintl et al. (Order of reference granted.)
24. Supreme Court — Queens County. Helen K. Vreeland, individually and as administratrix of Mary Hammell, deceased, v. Catherine Ledyard Biddle et al. (Pending.)
28. Supreme Court — Queens County. Elizabeth Whitmore v. William H. Scott et al. (Pending.)
- Aug. 3. Supreme Court — Queens County. Mary A. Roulett and another v. John P. Roulett et al. (Pending.)
4. Supreme Court — Richmond County. James McNeish and Sarah McNeish, his wife, v. John McNeish and Sarah McNeish, his wife, et al. (Judgment for plaintiff.)
8. Supreme Court — Westchester County. Edward V. Brush v. Marion R. Bush et al. (Pending.)
14. Supreme Court — Steuben County. Emily C. Warner et al. v. Frank S. McKeen et al. (Pending.)

- Aug. 22. Supreme Court — Kings County. George Brandel v. Charles L. Wanke and others. (Order of reference granted.)
- Sept. 1. Supreme Court — New York County. Julia W. Van Hise v. Richard A. Underhill and others. (Pending.)
5. Supreme Court — Kings County. William H. Taylor v. Elizabeth Taylor et al. (Order of reference granted.)
29. Supreme Court — Kings County. Henry G. McLean, an infant, by Margaret McLean, his guardian ad litem, and another v. Mary McLean and others. (Pending.)
- Oct. 6. Supreme Court — Madison County. Helen Stowell v. Charlotte Gregory et al. (Judgment for plaintiff.)
18. Supreme Court — Queens County. Thomas Francis Tully v. Mary Seymour and others. (Pending.)
19. Supreme Court — Herkimer County. Mary F. Way v. Martha A. Johnson et al. (Pending.)
20. Supreme Court — Kings County. Joseph M. Clark v. Eliza V. Walker et al. (Pending.)
24. Supreme Court — Kings County. Mary Gorman v. Frank A. Gordon, as administrator of the estate of Teresa E. Gordon, deceased, et al. (Pending.)
- Nov. 2. Supreme Court — Rensselaer County. Mary Donohue v. John Mulqueen et al. (Judgment for plaintiff.)
- Dec. 2. Supreme Court — New York County. Abraham Silver v. Nathan Silver, individually, etc., et al. (Pending.)
7. Supreme Court — Nassau County. Robert Townsend v. Maurice E. Townsend et al. (Pending.)

APPLICATION FOR AUTHORITY TO AMEND CERTIFICATE OF INCORPORATION OR FOR CHANGE OF NAME..

- Feb. 17. Supreme Court — New York County. Printing business of Edwin C. Bruen. (Change name.)
20. Supreme Court — New York County. A. J. Myers, Incorporated. (Change name.)
- Mar. 14. Supreme Court — New York County. Ballow, Allen & Gundersheimer. (Change name.)
23. Supreme Court — Franklin County. Boyce & Amos Company. (Change name.)
31. Supreme Court — New York County. "Zivena" Benevolent and Educational Society of Women of the Slovak Nationality of the United States, etc. (Amend certificate.)
- April 13. Supreme Court — Onondaga County. Joseph Walier Company. (Change name.)
- May 4. Supreme Court — New York County. Aspergren & Gaylord. (Change name.)
4. Supreme Court — New York County. International Speed Register Company. (Change of name.)
4. Supreme Court — New York County. Chrono-Velocimeter Company. (Change name.)
- June 3. Supreme Court — New York County. Creditors' Audit and Adjustment Association. (Amend certificate.)
14. Supreme Court — Monroe County. Zelter-Blum Company. (Change name.)
17. Supreme Court — Oneida County. Deansville Cheese Factory. (Amend certificate.)
29. Supreme Court — New York County. Groneau-Campbell Company. (Amend certificate.)
- July 13. Supreme Court — New York County. Alden Knitting Company. (Change name.)
25. Supreme Court — New York County. Fine Art Lithographing and Manufacturing Company. (Change name.)

- July 28. Supreme Court — Monroe County. Williams-Richardson Company. (Change name.)
28. Supreme Court — Ulster County. W. A. Wood Automobile Manufacturing Company. (Change name.)
28. Supreme Court — New York County. Sumner & Dreyfus Company. (Change name.)
- Aug. 10. Supreme Court — Schenectady County. Schenectady Council, Knights of Columbus, No. 201. (Change name.)
10. Supreme Court — New York County. B. Schacht & Silverson. (Change name.)
10. Supreme Court — New York County. Adams, Groesbeck & Maher. (Change name.)
22. Supreme Court — Cattaraugus County. Knights of Columbus Club of Olean, N. Y. (Amend certificate.)
- Sept. 13. Supreme Court — New York County. The Lundquist Automatic Machines Company. (Change name.)
22. Supreme Court — Erie County. George Irish Paper Corporation. (Change name.)
- Oct. 18. Supreme Court — New York County. Schwalbe and Strauss Linotyping Company. (Change name.)
- Nov. 11. Supreme Court — New York County. Simonson-Lichtenstein-Pachner Company. (Change name.)
20. Supreme Court — New York County. Annette Kellermann Natatorial and Physical Development School of Correspondence. (Change name.)
25. Supreme Court — New York County. Murphy and White Company. (Change name.)
27. Supreme Court — Chautauqua County. Squier Land and Improvement Company. (Change name.)
- Dec. 11. Supreme Court — Kings County. Abrast Realty Company. (Amend certificate.)
14. Supreme Court — New York County. Senora Motor Horn Company. (Change name.)
14. Supreme Court — New York County. Finn & Meyers. (Change name.)
20. Supreme Court — Erie County. Marquette Company. (Change name.)

MISCELLANEOUS ACTIONS AND PROCEEDINGS
BROUGHT DURING THE YEAR.

1911.

- Jan. 1. Supreme Court — Erie County. Wadsworth Stone and Paving Company v. Joseph Dunfee et al. (Foreclosure of lien, road No. 642.) (Discontinued and lien discharged.)
1. Supreme Court — Queens County. The People of the State of New York, ex rel. Wm. A. DeGroot, v. James S. McLoughlin. (Action to oust from office of justice municipal court.) (Pending.)
7. Supreme Court — New York County. George Ehret, Jr., et al., as Executors, v. George Ringler & Co. (Application for receivership.) (Order appointing receiver reversed by Appellate Division. Now on appeal to Court of Appeals.)
7. Supreme Court — Kings County. William Schween v. Dartmouth Realty Company et al. (Action to dissolve corporation.) (Receiver's account affirmed and receiver discharged.)
9. Supreme Court — New York County. Charles Repetti, as stockholder, et al. v. Repetti Company et al. (Injunction.) (Pending.)
10. Supreme Court — New York County. The People of the State of New York v. United States Tire Company. (Dissolution.) (Judgment in favor of plaintiff.)
10. Supreme Court — Montgomery County. Clark H. Burkdorf v. American Pipe and Construction Company et al. (Foreclosure lien, contracts 20-c and 20-d.) (Pending.)
10. Supreme Court — Montgomery County. Clark H. Burkdorf v. The Mohawk Engineering and Construction Company et al. (Foreclosure lien on contract 5028.) (Pending.)
10. City Court — New York City. The People of the State of New York v. Bankers' Loan and Investment Company. (Collection of mortgage tax.) (Tax collected.)

- Jan. 14. Supreme Court — Niagara County. C. B. Whitmore Company v. Bellew & Merritt Company et al. (Foreclosure of lien — road No. 713.) (Judgment in favor of plaintiff.)
21. Supreme Court — Westchester County. The New York Central and Hudson River Railroad Company v. Catherine T. R. Matthews et al. (Condemnation real property.) (Pending, awaiting action of Land Board.)
25. Supreme Court — New York County. Charles Wyllys Cass et al. v. Realty Securities Company et al. (Receivership.) (Motion for judgment and appointment of receiver pending.)
27. Supreme Court — Jefferson County. Matter of Application of Byron D. Wagar, a stockholder, for leave to commence action for dissolution of Roblin Lumber Company. (Order dissolving corporation and appointing receiver granted.)
- Feb. 3. Supreme Court — Ontario County. Ontario County v. Aikenhead & Company et al. (Foreclosure of lien.) (Pending.)
8. Supreme Court — Kings County. John F. James v. Agnes Gordon Soutter et al. (Surplus money proceedings.) (Referee's report filed.)
11. Supreme Court — Cayuga County. Judson T. Clapper v. Albert Gaffey et al. (Foreclosure of lien, road No. 852.) (Order of discontinuance entered.)
15. Supreme Court — Kings County. Marvin Realty Company v. The People of the State of New York et al. (Action to register title to real property.) (Order granted to register title.)
16. Before the Public Service Commission of the State of New York, Second District: In the Matter of the Application of the Commission to select a site for the New York State Training School for Boys, for permission to construct a spur track extending from the Putnam Division of the New York Central at or near the station at Yorktown Heights, across certain public highways, etc. (Contract executed.)

- Jan. 16. Supreme Court — New York County. The People of the State of New York v. Metropolitan Street Railway Company et al. (Forfeiture of franchise.) (Pending.)
21. Supreme Court — New York County. United States Trust Company of New York as substituted trustee, etc., v. Rosa Ford Donnelly, individually, etc., et al. (Construction of will.) (Pending.)
22. Supreme Court — New York County. Amelia Dolich et al. v. Samuel Corn et al. (Receivership.) (Pending.)
22. Supreme Court — Oswego County. The Matter of Application of John P. Miller, a stockholder, for leave to commence action to dissolve the Little River Railroad. (Order of dissolution granted.)
25. Supreme Court — Cayuga County. Lewis E. Sundro v. Albert Gaffey et al. (Lien, road No. 852.) (Pending.)
27. Supreme Court — New York County. Robert Lee Lucas, individually and as Executor of John W. Hunt, deceased, v. John E. Harris, as Executor, et al. (Construction of will.) (Pending.)
- Mar. 1. Supreme Court — Saratoga County. The Halfmoon Bridge Company v. Acme Construction Company et al. (Injunction, contract 14, barge canal.) (Pending.)
1. Supreme Court — New York County. Matter of Application of John T. Johnson, for leave to start suit to dissolve Art Metal Goods Construction Company. (Application granted.)
3. Supreme Court — Cayuga County. The Matter of Application of Thomas C. Sawyer for an action of quo warranto v. Alfred E. Hodgman. (To test title to office of health officer of Auburn.) (Application granted.)
10. Supreme Court — Albany County. The Mack Manufacturing Company v. The Clarence Aikenhead Company et al. (Foreclosure lien, road No. 5015.) (Discontinued.)

- Mar. 14. Supreme Court — New York County. The People ex rel. Ignatz Spanierman et al. v. Jacob Armband et al. (Action to test title to office.) (Pending.)
17. Supreme Court — Westchester County. Sarah E. Lambden v. New Method Laundry Company et al. (Dissolution.) (Pending.)
24. Supreme Court — Suffolk County. W. Wilton Wood v. Joseph A. Boyce et al. (Foreclosure lien, road No. 5008.) (Discontinued.)
24. United States Circuit Court — Northern District. George Warner v. MacDermott Contracting Company. (Injunction, barge canal contract No. 10.) (Pending.)
25. Supreme Court — New York County. John White v. Henry C. M. Western. (Withdrawal of funds from State Treasurer.) (Order of withdrawal granted.)
25. Supreme Court — New York County. The People v. The United States and Mexican Trust Company. (Ouster from franchise.) (Pending.)
- April 4. Supreme Court — New York County. Andrew H. Kellogg et al. v. Edward K. Baird et al. (Receivership.) (Pending.)
5. Supreme Court — Essex County. Matter of Application of Edward Allen for discharge from imprisonment. (Application granted.)
17. Supreme Court — Kings County. Eltoma Realty Co. v. George K. Day et al. (Action to quiet title.) (Referee appointed to take proof.)
18. Supreme Court — Nassau County. David A. Clarkson v. Hermann H. Cammann et al. (Action to register title to real property.) (Order of registration granted.)
20. Supreme Court — Albany County. Frank Goodwin as ancillary administrator, etc., v. Earl H. Wells et al. (Lien, road 59.) (Pending.)
26. Supreme Court — Putnam County. Arthur Lowndes et al. v. Lewis T. Wattson et al. (Construction of will.) (Motion for judgment pending.)

- April 26. Supreme Court — New York County. In the Matter of the Application of Max Sattler to procure a dissolution of the Sattler Suit and Coat Company. (Motion pending to vacate order of dissolution.)
- May 1. Supreme Court — Jefferson County. Application of Bank of Cape Vincent for a revival of its corporate existence. (Application granted.)
5. Supreme Court — Kings County. Marvin Realty Company v. The unknown Wife of William Barre et al. (To register title to real property.) (Order of registration granted.)
5. Interstate Commerce Commission. Chamber of Commerce of the State of New York et al. v. New York Central and Hudson River Railroad Company et al. (Revision of rates.) (Pending.)
12. Supreme Court — Erie County. Application of Barney Denner for a Writ of Mandamus directed to Edward H. Rogers, as Superintendent. (To compel reinstatement.) (Pending.)
17. Supreme Court — New York County. Application of O'Neill-Adams Company for concellation of a silverware bond filed by Adams & Co. with the Secretary of State. (Application denied.)
23. Supreme Court — Monroe County. Universal Portland Cement Company v. Frederick A. Brotsch, Jr., et al. (Lien, road 492.) (Discontinued.)
24. Supreme Court — Albany County. The People of the State of New York v. Mittenmaier Fertilizer Company. (To recover on protested check given in payment of fine.) (Judgment for plaintiff.)
27. Supreme Court — New York County. Application of Benjamin Schwartz et al. for the restoration of their child, Rose Schwartz, in the custody of the State Training School for Girls. (Application denied, with leave to renew after six months.)
31. Supreme Court — Suffolk County. Ocean Beach Improvement Company v. People of the State of New York. (Register title to real property.) (Pending.)

- May 31. Supreme Court — Suffolk County. Mary E. Smith v. People of the State of New York. (Register title to real property.) (Pending.)
31. Supreme Court — Suffolk County. Ocean Beach Hotel Company v. People of the State of New York. (Register title to real property.) (Pending.)
- June 9. Supreme Court — New York County. Farmers' Loan and Trust Company, as Trustee under the Will of Frances R. Mortimer, deceased, etc., v. Marion Coit Mortimer et al. (Settlement of account of trustee.) (Pending.)
15. Supreme Court — Kings County. Mary F. Milhauser v. The unknown Heirs-at-Law of William A. Kinilly, if any, et al. (To register title to real property.) (Order of registration.)
19. Supreme Court — New York County. Frank Miller, doing business under the name of Frank Miller Lumber Company, v. Luke A. Burke and Sons Company et al. (Mechanic's lien, cottages at Ward's Island.) (Pending.)
19. United States District Court — Southern District. John Rugge, Jr., et al. v. Steam Tug "O'Brien Bros." et al. (Libel for salvage.) (Judgment for libellant.)
20. Supreme Court — New York County. David S. Jones v. Everardus Wormer et al. (Payment of funds out of State Treasury.) (Order directing payment entered.)
7. Supreme Court — New York County. Chelsea Realty Company v. Mica Construction Company et al. (To discharge bond of receiver of mortgaged property.)
30. Supreme Court — Albany County. The People of the State of New York v. The Aetna Indemnity Company of Hartford, Connecticut. (Claim of State against surety on bond of Vulcan Engineering Company, contractor on road 456.) (Pending.)

- July 6. Supreme Court — Westchester County. New York Central and Hudson River Railroad Company v. Michael R. Burns et al. (Condemnation of property.) (Pending.)
11. Supreme Court — Queens County. Thomas F. Martin Realty Company v. The People of the State of New York et al. (Register title to real property.) (Pending.)
13. Supreme Court — New York County. Samuel P. Williams et al. v. United Wireless Telephone Company of New York et al. (Receivership.) (Pending.)
15. Supreme Court — Cayuga County. Application of New York, West Shore and Buffalo Railway Company to acquire title to certain real estate of which Christina Kerne et al. are the owners, etc. (Payment of money out of State Treasury.) (Pending.)
19. Supreme Court — Onondaga County. Matter of Estate of Edwin E. Clark, deceased. (Payment out of funds in State Treasury.) (Order for payment granted.)
22. Supreme Court — Albany County. Matter of the Election of Trustees of the Mutual Life Insurance Company of New York. (Review of action of inspectors of election under section 94, Insurance Law.) (Pending.)
- Aug. 1. Supreme Court — Albany County. The People of the State of New York v. The Genesee River Company. (Dissolution of corporation.) (Order of dissolution granted.)
1. Supreme Court — Franklin County. People ex rel. Fred R. Badger v. George E. Witherell et al. (To test title to office of supervisor.) (Judgment for plaintiff.)

- Aug. 2. Supreme Court — Erie County. Frank Hamlin et al., as Executors against the People of the State of New York et al. (Register title to real property.) (Judgment for plaintiff. Appeal taken to Appellate Division.)
2. Supreme Court — Allegany County. Matter of the Application of D. S. Burdick, Treasurer of Allegany County, for an order directing the manner of administration of a trust fund in his custody bequeathed by the will of Sarah M. Deming, deceased. (Application granted.)
3. Supreme Court — New York County. Matter of Petition of Anna Maria Moore et al., infants. (Payment of funds in State Treasury.) (Petition granted.)
9. Supreme Court — Fulton County. In the Matter of the Dissolution of the Empire State Paper Bottle Company. (Dissolution of corporation.) (Pending.)
14. Supreme Court — Onondaga County. Albert Gaffey and John P. Byrnes v. Lawler Brothers' Construction Company et al. (Mechanic's lien.) (Discontinued.)
19. Supreme Court — Kings County. Dora L. Chaimovitz v. Lorenz Katzenberger et al. (Register title to real property.) (Pending.)
23. Supreme Court — Westchester County. Charles E. Picard, by Guardian, v. William Jockin et al. (Register title to real property.) (Pending.)
25. Supreme Court — Kings County. In the Matter of the Examination of the Union Bank of Brooklyn. George C. Van Tuyl, as Superintendent of Banks, v. Edward M. Grout. (Pending in Court of Appeals.)
- Sept. 20. Supreme Court — Niagara County. Israel M. Watson v. Empire Engineering Corporation. (Damages under Barge Canal contract 64.) (Pending.)

- Sept. 28. Supreme Court — Albany County. Sun Company v. Charles D. Boughton et al. (Lien, road 77.) (Pending.)
- Oct. 10. Supreme Court — Kings County. In the Matter of the Application of George C. Van Tuyl, Jr., State Superintendent of Banks, for an order directing Rollins & Rollins to turn over moneys, papers, etc., of the Union Bank of Brooklyn. (Pending.)
13. Supreme Court — Albany County. Frank Goodwin, as Administrator, etc., against Fort Orange Construction Company et al. (Lien, canal contract No. 11.) (Discontinued.)
23. Supreme Court — Rockland County. John W. Post et al. against Jacob Post et al. (Payment out of State Treasury.) (Order for payment granted.)
26. Supreme Court — Suffolk County. George D. Squires et al. against Alphonso P. Hand et al. (Quo warranto; trustees of Southampton.) (Pending.)
28. Supreme Court — New York County. August Zinsser et al. against Reinhart G. Koch et al., as Trustees of the Peerless Cork and Seal Company, et al. (Receivership.) (Pending.)
28. Supreme Court — New York County. In the Matter of the Application of James C. Norton et al. for an order directing the payment of moneys on deposit to the credit of the proceeding entitled, "In the Matter of the Sale of Real Estate of James C. Norton and another, infants." (Application denied, with leave to renew.)
28. Supreme Court — New York County. In the Matter of the Application of James C. Norton et al. for an order directing the payment of moneys on deposit to the credit of the proceeding entitled, "Edward Pearsall et al. against Francis Pearsall et al." (Application denied, with leave to renew.)

- Oct. 28. Supreme Court — Herkimer County. In the Matter of the Application of S. Helen Hinckley for a peremptory writ of mandamus to compel the Buffalo Dredging Company to restore the highway, etc. (Pending.)
28. United States Circuit Court — Southern District of New York. United States of America against the American Tobacco Company et al. (Reorganization.) (Plan of reorganization approved.)
- Nov. 6. Supreme Court — Seneca County. In the Matter of the Application of Waldo G. Morse for the appointment of Trustees under the Will of Erastus Partidge, deceased. (Pending.)
6. Supreme Court — Albany County. People ex rel. Theodore H. Swift et al. v. Robert L. Luce et al. (To test constitutionality of chapter 856, Laws of 1911, creating the Board of Claims.) (Pending in Court of Appeals.)
10. Supreme Court — New York County. Helenita Realty Company v. Mutual Life Insurance Company et al. (Action to register title.) (Pending.)
10. Supreme Court — New York County. People ex rel. Madison Square Athletic Club v. The State Athletic Commission. (Certiorari to review determination of Commission in revoking license of Club.) (Pending.)
16. Supreme Court — New York County. Wilhelmina Schaus Junkin v. Herman Schaus et al. (Action to determine validity of probate of will.) (Pending.)
16. Supreme Court — Westchester County. Jesse C. Grannis v. The State of New York et al. (Lien, Truxton State road highway.) (Discontinued.)
22. Supreme Court — Queens County. Charles Crabbe v. Emma L. Hardy et al. (Action to register title to property.) (Pending.)

- Nov. 23. Supreme Court — Madison County. The People of the State of New York v. The City of Oneida et al. (Ejectment.) (Pending.)
24. Supreme Court — Oneida County. The People v. William E. Gifford. (Trespass.) (Pending.)
28. Supreme Court — New York County. Daniel E. Sickles v. Roma M. Meade et al. (Action to establish interest in a fund on deposit.) (Prayer of petitioner granted.)
28. Supreme Court — New York County. The People of the State of New York against Dry Dock, East Broadway and Battery Railroad Company et al. (Action to annul franchise.) (Pending.)
- Dec. 2. Supreme Court — Erie County. Andrew Langdon v. People et al. (Action to register title to real property.) (Pending.)
6. Supreme Court — Kings County. Catherine E. Burke v. Louise Volk et al. (Action to register title to real property.) (Pending.)
11. Supreme Court — New York County. The People of the State of New York v. August Belmont et al. (Action to annul franchise.) (Pending.)
23. Supreme Court — Albany County. The People of the State of New York against John F. O'Brien and George C. Kellogg. (Action to recover moneys.) (Pending.)
26. Supreme Court — New York County. Anna M. Doyle v. Robert R. Moore, Chamberlain of the City of New York. (Repayment of cash bail deposit.) (Discontinued.)
29. Supreme Court — New York County. The People of the State of New York v. Metropolitan Street Railway Company. (Two actions.) (Forfeiture of franchise.) (Pending.)

ACTIONS AND PROCEEDINGS INSTITUTED AGAINST STATE OFFICIALS DURING THE YEAR 1911.

- Jan. 27. Supreme Court — Rensselaer County. In the Matter of the Application of John J. Allen for a Writ of Mandamus v. John A. Bense, as State Engineer and Surveyor, and William Sohmer, as State Comptroller. (Mandamus to compel payment of salary alleged due.) (Application denied.)
- Feb. 16. Supreme Court — New York County. The People of the State of New York ex rel. Charles Edwards v. Cornelius V. Collins, as Superintendent of State Prisons, et al. (Habeas corpus.) (Motion denied.)
16. Supreme Court — Albany County. The People ex rel. Royal R. Scott v. Edward Lazansky, as Secretary of State. (Mandamus to compel delivery of motor vehicle number plates.) (Application denied.)
- Mar. 20. Supreme Court — Kings County. Matter of Application of Jacob Simons for a Peremptory Writ of Mandamus v. John E. Kraft et al., comprising the State Civil Service Commission, et al. (Mandamus to compel reinstatement of relator.) (Application denied.)
20. Supreme Court — Albany County. Matter of Application of Fred L. Merritt for a Peremptory Writ of Mandamus v. John E. Kraft et al., constituting the Civil Service Commission. (Mandamus to rescind action of Commission in exempting positions of examiners of transfers of stock.) (Application denied.)
30. Supreme Court — Albany County. People ex rel. Fred Bailey et al. v. State Water Supply Commission et al. (Proceeding to review determination of Commission re Otisville Water District.) (Return to writ filed May 4.)

- Mar. 30. Supreme Court — Albany County. People ex rel. Erie Railroad Company et al. v. State Water Supply Commission et al. (Proceeding to review determination of Commission re Otisville Water District.) (Return to writ filed May 4.)
31. Supreme Court — Suffolk County. Matter of Application of Scudder M. Arthur et al. for an order directing the State Comptroller to pay over certain moneys unpaid on deposit to the credit of Martha G. Smith. (Pending.)
- April 21. Supreme Court — Albany County. Matter of Application of Miller Hay for Writ of Mandamus directed to John Bowe, as Superintendent of Public Buildings. (To compel reinstatement of relator.) (Pending.)
- May 2. Supreme Court — Albany County. Matter of Application of W. Holden Weeks for a Writ of Mandamus directed to John E. Kraft et al., constituting the Civil Service Commission of the State of New York. (Action to compel Civil Service Commission to rescind its action in classifying the position of transfer tax appraiser in the exempt class.) (Application denied. Case pending in Court of Appeals.)
9. Supreme Court — New York County. Matter of Application of Frederick B. Hubbell et al. for an order directing the Treasurer of the State of New York to pay over certain moneys deposited with him "In the Matter of Nancy Hubbell." (Application granted.)
24. Supreme Court — Erie County. Matter of Application of Barney Denner for Writ of Mandamus directed to Charles E. Treman, as Superintendent of Public Works. (Mandamus to compel reinstatement of relator.) (Pending.)
- June 7. Supreme Court — New York County. The Trustees of the Sailors' Snug Harbor in the City of New York et al. v. Thomas Carmody, as Attorney-

General of the State of New York. (Action to construe will of Robert Richard Randall.) (Pending.)

May

7. Supreme Court — Westchester County. People ex rel. John L. Irving v. Jesse D. Frost as agent and warden of Sing Sing Prison. (Mandamus to compel reinstatement of relator.) (Application denied.)
9. Supreme Court — Columbia County. Matter of Application of James T. Walker for leave to institute and prosecute an action against Albert Warren Ferris et al., constituting the State Commission in Lunacy. (Alleged damages.) (Application denied and appeal taken to Appellate Division.)
13. Supreme Court — Albany County. County of Albany v. S. Percy Hooker et al., composing the State Commission of Highways et al. (Action to test the constitutionality of chapter 92, etc., Laws of 1911.) (Appeal by plaintiff now pending in Court of Appeals.)
14. Supreme Court — Orleans County. Matter of Application of the town of Ridgeway for a Writ of Mandamus v. Charles E. Treman, as Superintendent of Public Works. (Order for writ granted.)
17. Supreme Court — Orleans County. Peter M. Whitbeck et al. v. S. Percy Hooker et al., constituting the Highway Commissioners of the State of New York. (Action to enjoin Commissioners from signing contract for route 30.) (Motion for injunction denied.)
26. Supreme Court — Albany County. Matter of Application of J. Sheldon Frost et al. for a Writ of Certiorari to Egbert E. Woodbury et al., composing the State Board of Tax Commissioners. (Certiorari to review determination of Commissioners in disapproving bill of relators.) (Return to writ filed October 21, 1911.)

- July 1. United States Circuit Court — Southern District of New York. *Sciama & Co. v. Thomas Carmody, as Attorney-General, et al.* (Action to restrain enforcement of chapter 256 of the Laws of 1910, relating to plumage of birds.) (Pending.)
26. Supreme Court — Albany County. *People ex rel. Mary G. Staples et al. v. William Sohmer, as Comptroller of the State of New York.* (Mandamus to compel payment of certain moneys.) (Application denied and appeal taken to Appellate Division.)
- Aug. 8. Supreme Court — Erie County. Matter of Application of James P. Tabor et al. v. Charles E. Tremen, as Superintendent of Public Works. (Five proceedings to compel reinstatement of relators.) (Trial pending.)
- Sept. 1. Supreme Court — Kings County. Matter of Application of Wilfred Earl Youker for a peremptory Writ of Mandamus directed to Edward Lazansky as Secretary of State et al. (Mandamus to compel filing of certificate.) (Application denied.)
11. Supreme Court — Albany County. Matter of Application of William W. Farley as State Commissioner of Excise, for a peremptory Writ of Mandamus addressed to John E. Kraft et al., constituting the Civil Service Commission of the State of New York. (To compel transfer from the competitive to the exempt class of the position of special agent in Department of Excise.) (Application denied and appeal taken to Appellate Division.)
12. Supreme Court — New York County. Matter of Application of Alpha Sigma House Company for an order directing the Secretary of State et al. to file certificate of payment *nunc pro tunc*. (Pending.)
14. Supreme Court — Albany County. *People ex rel. Benjamin Weisberg et al. v. Edward Lazansky, as Secretary of State.* (Mandamus to compel filing of certificate of incorporation.) (Application denied.)

- Sept. 18. Supreme Court — Kings County. Matter of Application of Ladislaus W. Schwenk, etc., for an order upon the Comptroller of the State of New York. (Action for cancellation of bond.) (Application granted.)
19. Supreme Court — Albany County. Matter of Application of the People ex rel. Cayuga Nation of Indians, etc., for mandamus directed to the Commissioners of the Land Office. (Claim for payment for lands.) (Application denied. Appeal taken to Appellate Division.)
20. Supreme Court — Albany County. People ex rel. John H. Campbell v. John E. Kraft et al., constituting the State Civil Service Commission. (Mandamus to compel reclassification of position of Assistant Superintendent in the office of the Commissioner of Records, Kings County.) (Application denied and appeal taken to Appellate Division.)
20. Supreme Court — Albany County. People ex rel. Richard S. Steves v. John E. Kraft et al., constituting the State Civil Service Commission. (Mandamus to compel reclassification of position of chief clerk in the office of Commissioner of Records, Kings County.) (Application denied and appeal taken to Appellate Division.)
20. Supreme Court — New York County. Matter of Application of Frank Przestrzelski for an order upon the Comptroller of the State of New York. (To compel cancellation of bond given under banking law.) (Application denied.)
- Oct. 2. Supreme Court — Albany County. People ex rel. City of Middletown v. State Board of Tax Commissioners. (Mandamus to determine valuation of special franchises.) (Motion denied.)
29. Supreme Court — Albany County. Matter of Application of Fred D. Luby for a Writ of Mandamus directed to John Bowe, as Superintendent of Pub-

lie Buildings. (Action to compel reinstatement of relator.) (Applicant reinstated.)

- Nov. 11. Supreme Court — Westchester County. Matter of Application of John P. Powers for Writ of Mandamus directed to Joseph E. Scott, as Superintendent of Prisons, et al. (Mandamus to compel reinstatement of relator.) (Application denied.)
- Dec. 26. Supreme Court — Oneida County. Hinckley Fibre Company v. Buffalo Dredging Company and Charles E. Treman, as Superintendent of Public Works. (Injunction and damages.) (Pending.)
28. Supreme Court — New York County. Jacob H. Schiff, as Treasurer, etc., v. Felix Adler, Thomas Carmody, as Attorney-General, et al. (Disposition of fund for relief of sufferers of Russian massacre.) (Pending.)
-

CERTIFICATES OF INCORPORATION PASSED UPON FOR THE STATE SUPERINTENDENT OF IN- SURANCE.

The American Fidelity Company of Montpelier, Vermont.

Commercial Union Assurance Company, Ltd., of London, Eng-
land.

Alpha Beneficial Association.

The Commonwealth Insurance Company of New York.

Danby Company Co-operative Fire Insurance Company.

Alliance Insurance Company, Ltd., London, England.

Agricultural Insurance Company, Watertown, N. Y.

National-Ben Franklin Fire Insurance Company, Pittsburg, Pa.

L'Abeille Fire Insurance Company of Paris, France.

Phoenix Fire Insurance Company of Paris, France.

Royal Exchange Assurance Company.

Vulcan Insurance Company.

The Frankfort Marine, Accident and Plate Glass Insurance
Company.

Otsquago Co-operative Fire Insurance Company.

United States Fire Insurance Company.

The American Benefit Association of the State of New York.
First National Slavonian Union of the State of New York.
London and Lancashire Guarantee and Accident Company of
Canada.

Commercial Casualty Insurance Company.
Alianz Insurance Company, Ltd., of Berlin, Germany.
Pittsburg Fire Insurance Company of Pittsburg, Pa.
Germania Fire Insurance Company.
The National Fraternal Society of the Deaf, Chicago, Ill.
Pacific Fire Insurance Company.
The Order of Knights of Joseph, Cleveland, Ohio.
Davenport Co-operative Fire Insurance Company.
United States Casualty Company of New York.
The Balkan National Insurance Company of Sofia, Bulgaria.
The National Accident Society.
The North River Insurance Company.
The Nassau Fire Insurance Company of Brooklyn.
The Insurance Company of the State of Illinois.
The Ukranian Brave Progressive Workers of America.
German-American Insurance Company of New York.
Albany Insurance Company of Albany, N. Y.
National Surety Company of New York.
Sterling Life Insurance Company.
Columbia Insurance Company.
Sons of Norway of Minneapolis, Minn.
Globe Indemnity Company.
Liverpool and London and Globe Insurance Company.
Lumber Insurance Company of New York.
Casualty of America.
The Teutonia Fire Insurance Company of Dayton, Ohio.
Ohio Farmers' Insurance Company.
New Jersey Fire Insurance Company.
Fidelity and Deposit Company of Baltimore, Md.
South German Reinsurance Company of Munich, Germany.
Maryland Casualty Company of Baltimore, Md.
Mannheim Insurance Company.
Aetna Accident and Liability Company of Hartford, Conn.
Yorkshire Insurance Company, Ltd.

European Accident Insurance Company, Ltd., of London, England.

Order of Adelphi.

United States Fire Insurance Company.

Milwaukee Mechanics' Insurance Company.

New Jersey Fidelity and Plate Glass Insurance Company of Newark, N. J.

Equitable Surety Company of St. Louis, Mo.

The Patrons' Co-operative Fire Relief Association of Steuben and Livingston Counties, N. Y.

Pacific Fire Insurance Company, New York.

Century Insurance Company, Ltd., of Edinburgh, Scotland.

Nord Deutsche Insurance Company of Hamburg, Germany.

Orient Insurance Company of Hartford, Conn.

Warsaw Fire Insurance Company of Warsaw, Russia.

International Reinsurance Company, Ltd., of Vienna, Austria.

Fracona Reinsurance and Co-operative Insurance Company.

The Liverpool and London and Globe Insurance Company of New York.

The Preferred Accident Insurance Company of New York.

The Insurance Company of the State of Pennsylvania.

The New England Casualty Company.

Serb Federation "Sloga."

Independent Workmen's Circle of America, Incorporated.

Fire Re-assurance Company of Paris, France.

Swiss National Insurance Company, Ltd.

National Bond and Mortgage Insurance Company.

Pennsylvania Lumbermen's Mutual Fire Insurance Company.

Tokio Marine Insurance Company, Ltd.

Bankers' Life Company.

Pennsylvania Millers' Mutual Fire Insurance Company.

The Hanover Fire Insurance Company.

Fitchburg Mutual Fire Insurance Company.

The Northern Insurance Company of Moscow, Russia.

The Order of the Golden Seal.

Minerva Retrocession and Reinsurance Company of Cologne, Germany.

Southern Surety Company of Oklahoma.

Massachusetts Bonding and Insurance Company.

Rossia Insurance Company of St. Petersburg, Russia.

American Union Fire Insurance Company of Philadelphia, Pa.

The New York Live Stock Insurance Company.

The Lumber Mutual Fire Insurance Company of Boston, Mass.

American Fidelity Company of Montpelier, Vt.

Commercial Union Assurance Co., Ltd., of London, England.

Alpha Beneficial Association.

United States Firemen's Insurance Company.

APPLICATIONS MADE IN BEHALF OF SUPERINTENDENT OF INSURANCE UNDER SECTION 63 OF THE INSURANCE LAW FOR PERMISSION TO TAKE POSSESSION OF THE PROPERTY, CONDUCT THE BUSINESS AND LIQUIDATE THE FOLLOWING INSURANCE COMPANIES:

- | | | |
|-------|-----|--|
| Jan. | 4. | Supreme Court — Onondaga County. Metropolitan Live Stock Insurance Company. (Order granted.) |
| March | 3. | Supreme Court — New York County. Fire Securities Company. (Order granted.) |
| | 30. | Supreme Court — New York County. Yorkville Brotherhood Aid Society of the City of New York. |
| April | 8. | Supreme Court — New York County. Liberty Life Insurance Company. (Order granted.) |
| | 27. | Supreme Court — Erie County. Buffalo Co-operative Live Stock Insurance Company. (Pending.) |
| June | 9. | Supreme Court — New York County. Columbia Life Assurance Company. (Order granted.) |
| Dec. | 6. | Supreme Court — New York County. New York and New England Underwriters at Lloyds. (Order granted.) |

CERTIFICATES OF INCORPORATION PASSED UPON
FOR THE STATE BOARD OF CHARITIES.

The Bronx Hospital.

The Norwegian Christian Home for the Aged.

The Nursing Sisters of the Sick Poor.

Miss Spence's School Society.

Buffalo Deaconess' Home of the Methodist Episcopal Church.

Catholic Institute for the Blind.

The Jamaica Hospital.

Peekskill Hospital.

Home for the Aged Sons of Jacob of East New York and
Brownsville.

East Side Home and Day Nursery for Destitute Children.

The Bronx Hospital.

St. Agnes' Hospital of White Plains, New York.

The Women's League of the Physicians' Hospital.

The Thousand Island Hospital.

Babylon Hospital.

Wheelchair Guild Society.

Queensboro Lodge No. 878 of the Benevolent and Protective
Order of Elks.

Evangelical Lutheran Children's Friend Society of New York.

Old Age Home Society of Rochester.

Saint Francis Asylum of the City of Buffalo.

Masonic Home at Monticello.

Brooklyn Sea Side Hospital.

Riverside Sanitarium.

Inasmuch Home.

New Utrecht Dispensary.

The Babies' Dairy.

The Braker Memorial Home.

The Rebeau Sanitarium.

Lutheran Hospital of Manhattan.

Hope Day Nursery for Colored Children.

Glens Falls Tuberculosis Dispensary.

Gardner Sunshine Day Nursery.

Virgil Bogue Home for Dependent Children.

The Bethel Swedish Methodist Episcopal Home.
 Greek-American School of New York.
 Middletown-Goshen Convalescent Children's Home.
 Council Home for the Jewish Girls.
 Medford Tuberculosis Sanitarium for Workingmen and Women.
 General Hospital of Saranac Lake.
 The Syracuse Day Nursery.
 St. Agnes Hospital.
 The Saint Agnes Hospital for Crippled and Atypical Children.
 Grand Lodge of the German Order of Harugari of the State of
 New York.

AGRICULTURAL LAW.

The total number of violations of the Agricultural law referred to this office by the Agricultural Department during 1911 has been.....	1,896
The State has been successful in collecting penalty of judgment in	863
Cases discontinued by reason of insufficient evidence, death of defendant, etc.....	349
Judgments were rendered against the People in....	38
Number of cases in which judgments have been recovered in favor of the State and which remain uncollected	68
Number of cases on appeal.....	9
Criminal proceedings brought against defendants..	29
<hr/>	
Amount of penalties and costs recovered and turned over to State Treasurer.....	\$47,209 45
Amount received in satisfaction of judgments and turned over to State Treasurer.....	11,060 93
<hr/>	
Total	\$58,270 38
<hr/>	

STATEMENT OF PENALTIES AND COSTS COLLECTED DURING THE YEAR 1911.

Defendant.	Violation.	Penalty.	Costs.
Albert M. Smith	Milk 15184	\$50 00	.....
Thomas C. McCarthy	Lard 520	50 00	.....
George Blackmar	Lard 518	50 00	.....
Fred G. Ingalls	Vinegar 521	100 00	.....
Dennis Crowley	Milk 20008	75 00	\$25 00
Michael Wojkiewicz	Milk 18511	50 00	.....
A. Perrez	Pork Sausage 766.....	100 00	.....
Schoen & Co.	C. F. 183.....	50 00	10 00
R. H. Darling	Cream 17166	50 00	10 00
Dennis Hanrahan	Milk 15668	50 00	.....
Thomas W. Robinson	Milk 15678-79	100 00	25 00
John H. Broman	Hamburg Steak 468...	50 00	.....
Rich Milk Co.	Cream 18756	50 00	.....
Neils Jansen	Turpentine 277	100 00	.....
Mary Stratton	Milk 18470	50 00	.....
Harvey I. Dillenbeck	Milk a262	50 00	.....
John J. Farrell	Milk a263	50 00	.....
E. Eugene Henshaw	Turpentine 374	100 00	.....
Stanislaus Pilarski	Milk 18449	50 00	.....
Gerhard W. Weilbacher	Hamburg Steak 301...	50 00	25 00
James Shephard	Milk 20160	50 00	.....
Robert M. Bennett	Oleomargarine 459	50 00	.....
Fred Ahrens	Hamburg Steak 30....	50 00	.....
Joseph Gundy	Milk a152	50 00	.....
F. F. Hatch	Unclean Milk Cans....	100 00	38 00
Emil Schneider	Milk 17370	50 00	13 50
Henry Wieballs	Vinegar 464	50 00	13 50
Melvin Gridley	Milk 18157	50 00	.....
John H. Howden	Vinegar 549	50 00	.....
J. Lansing Moore, Mgr. and J. Peter Clark, Owner, etc.....	Oleomargarine 312	50 00	.....
Henry Sitterly	Hamburg Steak 29....	50 00	.....
Frank Decker	Milk 16321	50 00	.....
The Mohican Co.	Pork Saus. 608, 614...	150 00	.....
	Hamburg Steak 611...		
	Compound 316		
John H. Kamman Co.	Hamburg Steak 754, 625 and 781.....	250 00	.....
Irvon E. Goldsmith and A. E. Messenger	Milk 19062	50 00	.....
William J. Banks	Hamburg Steak 565...	50 00	.....
Harvey A. Samuelson	Compound 15	50 00	16 00
The Clark-Bloss Co.	Spirits Turp. 33.....	100 00	.....

Defendant.	Violation.	Penalty.	Costs.
E. C. Edmonds & Co.	Spirits Turp. 39.....	\$100 00	.....
Benson F. Ackerman	Milk 16256	50 00	.....
Egbert Schoonmaker	Milk 16255	50 00	.....
Morgan Mathewson	Bob Veal 8564 and 8565 to 8582, inc.....	250 00	\$54 00
Daniel W. Spry	C. F. 587.....	50 00	.....
Julius R. Roth	Spirits Turp. 655.....	100 00	.....
Town's Paint Supply Co.	Spirits Turp. 656.....		
Gabrierle Acompora	Olive Oil 10455.....	50 00	.....
The Mohican Co.	Pork Sausage 1084, Sausage 1083	100 00	.....
A. P. Root & Co.	Lard 48	50 00	.....
A. H. Barber & Son	C. C. F. S. 2739.....	50 00	.....
Nick Dichier	Bob Veal 10439, 10440, 10460	50 00	.....
C. Preston	Vinegar 36	100 00	.....
Ventonio Francesco	Bob Veal 10449, 10441, 10442, 10443, 10446, 10447, 10448	100 00	.....
Howard Lane	Milk 16419 .....	.....	45 00
Stephen G. Turner	C. F. 418.....	50 00	.....
Chas. Klaer	Milk a256	50 00	.....
William Kloesz	Hamburg Steak 783..	50 00	.....
Sol Bruck	Olive Oil 10695.....	50 00	.....
Michael Slomski	Lard 10391	50 00	6 00
James L. Reynolds Co.	Sausage 160	50 00	.....
Meyer Barshay	Oleomargarine 10258 ..	50 00	5 00
Internat'l Milk & Cream Co..	Unclean Milk Cans....	50 00	7 50
C. C. Westcott	Milk 13697	50 00	25 00
Andrew H. Hiscox	Milk 15138, 15543.....	50 00	.....
Charles Juhl	C. F. 710, 712.....	100 00	.....
Albert C. Johnson	C. F. 724	50 00	16 00
George S. Hubbell and Carl F. Weinhauer	Lard 516	50 00	.....
Robert Gleason	Milk 15673	50 00	15 00
Peter R. Edinger	Milk 14895	50 00	28 06
James Wheatley	Oleomargarine a142 ...	50 00	.....
Normanskill Farm Dairy Co..	Cream 162	50 00	25 00
Joseph Peat	Milk 20165	50 00	.....
Charles H. Blackall	Cider Vinegar 155.....	50 00	.....
Alva Hall	Milk 18651	50 00	.....
Carmine Izzarone	Olive Oil 10799	50 00	7 50
Jacob Cohen	Olive Oil 310	50 00	.....
Felix Gengo	Olive Oil 10465	50 00	.....
Louis Jacobs	Olive Oil 10795	50 00	.....
Antonio DeRosea	Olive Oil 10793	50 00	8 00
Jacob Silberman	Olive Oil 10798	50 00	8 00
The Coe-Mortimer Co.	C. F. 831	50 00	7 50
J. M. Thorburn & Co.	C. F. 801	50 00	.....

Defendant.	Violation.	Penalty.	Costs.
Peter Henderson & Co.	C. F. 805-6-7	\$150 00	.....
Valorus L. James	Milk 15710	50 00	.....
Dodds Bros. & Stevens	Maple Syrup 741	25 00	.....
Fred Bremer	Milk 13948	50 00	\$15 00
Charles H. Parks	Hamburg Steak 836... Pork Sausage 835.....	} 50 00	.....
Temple & Burke	Hamburg Steak 808....		
Ralph L. Hetherington	Hamburg Steak 530....	50 00	.....
R. A. Warner	Bob Veal a1245-7-8-9- 50-51	60 00	.....
B. J. Meath	Pork Sausage 630.....	50 00	25 00
Morris Grossberg	Milk 15887	50 00	7 00
Auburn Public Market	Pork Sausage 661..... Hamburg Steak 662...	} 50 00	.....
John J. Jones	Hamburg Steak 529...		
Joseph W. Gravelding	Hamburg Steak 850...	50 00	.....
William H. Betts	Hamburg Steak 848... Bologna Sausage 847..	} 50 00	.....
Lina A. Snyder	Hamburg Steak 849...		
L. V. Baker	Hamburg Steak 335...	50 00	.....
Joseph Hines, Jr.	Bologna Sausage 830...	50 00	.....
Henry Heberick	Bologna Sausage 844...	50 00	.....
Friend & Anderson.....	Hamburg Steak 754....	50 00	.....
Cockran & Perkins	Pork Sausage 810.....	50 00	.....
John Pawlik	Bologna Sausage 841...	50 00	.....
Rutzenbein & Honnig	Compound Lard 10272.	50 00	5 00
Max Karpf	Frank. Sausage 180....	50 00	.....
William R. Creed	Milk 13540	50 00	25 00
Vittario Roso	Olive Oil 10256.....	50 00	.....
Van Buren & Conkling	C. C. F. S. 2992.....	50 00	29 54
Samuel B. Grannis	Milk 14893	50 00	28 00
Edward T. Danahy & Co.	Hamburg Steak 623....	50 00	25 00
Edward T. Danahy & Co.	Pork Sausage 626.....	50 00	.....
Donato Narducci	Olive Oil 10474.....	50 00	5 00
Oscar O. Wandell	Cream 18159	50 00	.....
Patrick Carr	Milk 16220	50 00	.....
Sisson & McMaster	Buckwheat Flour 355..	50 00	50 00
Annie Sheridan	Oleomargarine 10239 ..	50 00	7 50
Annie Sheridan	Oleomargarine 6420 ..	50 00	7 50
Bridge & Soutar	C. F. 702.....	50 00	25 00
Beakes Dairy Co.	Milk 17468	100 00	15 00
Harry A. Ginty	C. F. 550.....	50 00	.....
Harris Hawthorne	Milk 20153	50 00	3 36
Rackham & Son	C. F. 446.....	50 00	27 00
Nester Estate	Milk 19175	50 00	31 00
Byron E. Graves & Wm. B. Tabor	Turpentine 371	100 00	25 00
Byron E. Graves & Wm. B. Tabor	Linseed Oil 372.....	100 00	25 00

Defendant.	Violation.	Penalty.	Costs.
Roy H. Colburn	Cider Vinegar 547.....	\$50 00	.....
Daniel G. Peasley	Milk 18752, 18160.....	50 00	.....
Vaughan's Seed Store	C. F. 793.....	50 00	\$7 50
American Agri. Chemical Co...	C. F. 610.....	50 00	.....
Luke Blake.....	Milk 17458	100 00	.....
McDowell & Co.	5 Unclean Milk Cans...	100 00	.....
Louis Filriess	Oleomargarine 7601 ...	50 00	.....
Wm. F. Wenz	Hamburg Steak 27....	50 00	25 00
John R. Pratt	Milk 15683	50 00	25 00
Leo Sander	Milk 18956-7	100 00	.....
William Nunley	Milk 18960	100 00	.....
Chas. Walch	Milk 18958	50 00	.....
Philip Rohlnick	Milk 18954	50 00	5 00
Hergenham Bros.	Milk 18955	50 00	5 00
Ernest H. Meinhardt	Oleomargarine 10355 ..	50 00	.....
Guy Milspaw	Milk 19053	50 00	.....
Kazamer Stecki	Oleomargarine al	50 00	.....
Henry O. Anderson	Hamburg Steak 571...	50 00	.....
Charles H. Haskell	Milk 18107	50 00	.....
Nicholas P. Schrantz	Hamburg Steak 563...	50 00	.....
James Howard	Milk 18652	50 00	.....
T. R. Bailey	Turpentine 316	100 00	.....
A. H. Rush	Pork Sausage 434.....	50 00	.....
Sheffield Farms-Slawson Decker Co.	Unclean Milk Cans....	50 00	4 00
Mutual Milk & Cream Co.	Milk 19503, 19509.....	150 00	.....
Morris S. Wachmann	Oleo. 7688, 7687, 7690..	50 00	25 00
Bernard Otten	Milk 18854-5-6	150 00	.....
Joseph Posik	Milk 17445	50 00	.....
Morris J. Lane	Hamburg Steak 531...	50 00	.....
Chauncey & Dunham	Bologna Sausage 356...	50 00	.....
Frederick W. Quade	Compound Lard 10489.	50 00	5 00
William N. Buckland	Lard 10490	50 00	5 00
Stumpp & Walter Co.	C. F. 814.....	50 00	7 50
Litty, Gilcher & Lang	Hamburg Steak 756.... }	50 00	.....
	Sausage 755		
Alfred M. Meager	Hamburg Steak 534....	50 00	.....
F. M. Muncy	Pork Sausage 532.... }	50 00	.....
	Hamburg Steak 533...		
August C. Hoffman	Bologna Sausage 766...	50 00	.....
	Pork Sausage 542..... }	50 00	.....
Peter Hansen & Co.	Frankfurt Sausage 540.		
	Bolo. Sausage 543, 541. }		
	Bologna Saus. 770..... }	50 00	.....
Julius Gilcher	Sausage 771		
	Frankfurt Saus. 772... }		
	Beef Bologna 839..... }	50 00	.....
Jacob Disque	Frankfurt Saus. 799...		
	Bologna Saus. 800..... }		

Defendant.	Violation.	Penalty.	Costs.
Fred Renk.....	Frankfurt Saus. 758....	\$50 00	.....
	Sausage 759		
	Pan Sausage 760.....		
	Bologna Saus. 761.....		
Conrad Reinhard	Frankfurt Saus. 763....	50 00	.....
	Bologna Saus. 764.....		
Ernst Knodel	Bologna Saus. 537.....	50 00	.....
	Frankfurt Saus. 538....		
	Frankfurt Saus. 547....		
Pankradz Drocher	Bologna Saus. 546.....	50 00	.....
	Pork Sausage 544.....		
R. C. Greten	Unclean Milk Cans....	50 00	.....
Joseph DePalma	Olive Oil 316.....	50 00	\$7 50
O. C. Hutter	Cream 17212	50 00	.....
The Amer. Agr. Chemical Co..	C. F. 73, 96, 503.....	150 00	.....
Bowker Fertilizer Co.	C. F. 56.....	50 00	.....
Bridgeman Seed Warehouse ...	C. F. 865.....	50 00	.....
Samuel Wolf	Turpentine 10976	100 00	7 50
The White Hardware Co.	Spirits Turp. 164.....	100 00	.....
C. A. Wheeler	Vegetole 8	50 00	.....
Brewer & Hartsen	Pork Sausage 447.....	50 00	.....
James Butler	Vanilla Extr. 1945....	.....	111 20
Peter Ullman	Milk 15774	50 00	.....
L. Boyington	Bob Veal a1051.....	50 00	.....
G. H. Schutt	Cream 17175	50 00	10 00
J. Peglow	Cream 17245	50 00	10 00
George Barton, Prop. (Acme Lunch)	Cream 156	50 00	.....
	Milk 16466		
Duffey Bros., Props. (Pearl Lunch Room).	Cream 155	50 00	.....
	Milk 16445		
Henry H. Meyer	Vinegar 10495	50 00	.....
Leonard F. Uttley	C. C. F. S. 3406.....	50 00	.....
George M. Davis	Cider Vinegar	50 00	25 00
Mutual Milk & Cream Co.	18 Unclean Milk Cans..	200 00	.....
George Liss & Co.	Vanilla Flav. 10660....	50 00	.....
Lloyd O. Barber	C. F. 266.....	50 00	.....
Allegany Hardwood Co.	Spirits Turp. 14.....	100 00	.....
C. V. Barse Co.	Spirits Turp. 3.....	100 00	.....
George Webber	Milk 19115	50 00	.....
George Deeg & Henry Gallwait.	Milk 16799	50 00	7 00
Charles D. Brewister	Milk 19187	50 00	.....
Rich's Jersey Creamery Co. ...	Cream 18754	50 00	.....
Howell-Demarest Co.	11 Unclean Milk Cans..	100 00	7 50
Adolph Heim	8 Unclean Milk Cans...	50 00	5 00
Samuel Turner	18 Unclean Milk Cans..	50 00	5 00
O'Sullivan Bros.	Cider Vinegar 542.....	50 00	.....
Lewis Forton	Milk 20105	50 00	.....
William McLinden	Oleomargarine 6498 ...	50 00	.....
William C. Strube	Milk 19614	50 00	.....

Defendant.	Violation.	Penalty.	Costs.
Alton A. Rider	Oleomargarine a6	\$50 00	.....
William J. Fox	Milk 19069	50 00	.....
S. Leroy Terwilliger	Milk 19626	50 00	.....
C. H. & W. D. Haring	Milk 14896	50 00	.....
Charles A. King	Bob Veal 10871, 10872, 10804, 10805	50 00	.....
Joseph Peck	Vinegar 4381	50 00	.....
John E. Gage	Bob Veal a1052, a1077, 11078	100 00	.....
William Shephard	Milk 20161	50 00	.....
Leon F. Russ	C. F. 827	50 00	.....
P. F. Scheidelman	Process Butter 1007....	100 00	.....
John T. Lannen	Milk 18513	100 00	.....
I. D. Hughes	Unsanitary Factory ...	50 00	.....
Jacob H. Vosburg	C. C. F. S. 3297	50 00	.....
Ira B. Warren	Milk 18517	50 00	.....
Morris Weinher	Bob Veal b518, b519...	50 00	.....
Clark Ostrander	Milk 16604	50 00	\$25 00
William J. Fitzgerald	Bob Veal 10948, 10916, 10918, 10958, 8512, 8513, 8514	150 00	75 00
Geo. Deyo	Milk 20157	50 00	.....
John Trask	Bob Veal 8998 and 19 others	200 00	25 00
Wellington Zoller	Bob Veal a1054, a1057, a1058, a1059	50 00	25 00
Frank Newman	Bob Veal a1516, a1965, a1967	50 00	25 00
Edward H. Newman	Bob Veal 1984	50 00	25 00
Philip Tuttle & Charles John- son	Vinegar 15	100 00	25 00
Gideon S. Hall	Bob Veal 1529, 1531...	50 00	.....
James Van Allen	Bob Veal a1922, a1923.	50 00	.....
Daniel S. O'Brien	Hamburg Steak 824... }	50 00	.....
Noah S. Briggs	Pork Sausage 823..... }	100 00	.....
George D. House and George Losel	Milk 18654, 18653.....	50 00	.....
W. E. Kerin & Co.....	Milk 18167	50 00	.....
George Craver's Sons	Ren. Butter 3056.....	50 00	.....
C. G. Curtiss Co.....	C. C. F. S. 3733.....	50 00	.....
John L. Goldsmid.....	C. C. F. S. 3711.....	50 00	.....
Elbert Wood	Hamburg Steak 820... }	50 00	.....
Wm. F. Harrington.....	Pork Sausage 821..... }	50 00	.....
Wm. Vermylia	Milk a260	50 00	.....
Geo. H. Townsend.....	Milk 14462	50 00	25 00
Carl Plantz	Milk 17052	50 00	25 00
Cook Milk & Cream Co.....	Milk 16226	50 00	25 00
	Milk 16258	50 00	25 00
	Milk 17434	100 00	.....

Defendant.	Violation.	Penalty.	Costs.
J. Gordon Wortman.....	Hamburg Steak 818....	\$50 00	.....
Lobdell Bros.	Hamburg Steak 813... }	50 00	.....
	Bologna Saus. 815..... }		
William Mispell	Hamburg Steak 345....	50 00	.....
Frank S. Smith.....	Milk 19620	50 00	.....
Pasquale Carone	Olive Oil 312.....	50 00	.....
Edward J. Moore & Son.....	Hamburg Steak 811....	50 00	.....
J. & W. Mahoney.....	Lard 493	50 00	.....
George H. Townsend.....	Bob Veal a1564, 8463, 8321, 8461	40 00	.....
Tioga Mill & Elevator Co.....	C. C. F. S. 3632.....	50 00	.....
Mrs. John Roadarmer.....	Milk a258	50 00	.....
B. J. Greenfield.....	Milk 19124	50 00	.....
Carl G. Lyday.....	Milk 15688	50 00	.....
Henry C. Almy, Jr.....	Vinegar 533	100 00	.....
Max Kolweszky	Milk 17641-42-44	50 00	\$15 00
The Coddington Co.....	Milk 17640	50 00	.....
M. Burgmann	Milk 17634, 17637	100 00	.....
Harvey Seed Co.....	C. C. F. S. 3377.....	50 00	27 00
George M. Nobles.....	Pork Sausage 140....	50 00	.....
Thos. E. Dowd & M. A. Hackett	Oleomargarine 941	50 00	.....
Matthew Smith	Milk 13541	50 00	.....
Frank Hogue	Maintaining Cheese Factories under Un- sanitary Conditions..	50 00	.....
Hugh Hutton	Milk 15692	50 00	.....
McKinney & London.....	Pork Sausage	50 00	.....
John S. Gray.....	Bob Veal 4740, 4248, 4779, 10876, 10971, 4739, 10964, 10972, 4738, 10965, 10938, 10900, 10974	50 00	.....
Jacob Liepshutz	Bob Veal a589, a590...	10 00	.....
H. Peckham	Cider Vinegar 929....	50 00	.....
Glen Poole	Cider Vinegar 910....		
Charles F. Metz.....	Hamburg Steak 791....	50 00	.....
Emil A. Rosenthal.....	Hamburg Steak 460....	50 00	.....
Frank Hovarth	Lard 462	50 00	.....
C. L. Lawton.....	Pork Sausage a3.....	50 00	.....
Stock Brothers	Pork Sausage 907.....	50 00	.....
Jacob Kurtz	Spts. Turpentine 539...	100 00	.....
John Burke	Pork Sausage 865.....	50 00	.....
C. W. Rapp & Sons.....	Pork Sausage a20.....	50 00	.....
Alfred Parrott	Cider Vinegar 963....	50 00	.....
Jacob Malter	Pork Sausage 790.....	50 00	.....
John D. Malley.....	Pork Sausage a1.....	50 00	.....
Gillett Bros	Pork Saus. a158, a159..	50 00	.....
John A. Osburn.....	Pork Sausage 785.....	50 00	.....
Gartland & Perego.....	Pork Sausage a32.....	100 00	.....

Defendant.	Violation.	Penalty.	Costs.
White & Burdick.....	Spirits Turpentine 466.	\$100 00	.....
Joseph Rothman	Vinegar 10700	50 00	.....
Gilbert St. John.....	Bringing Diseased Cat- tle into State.....	100 00	\$25 00
William B. Moore.....	C. F. 421.....	50 00	.....
L. O. Barber & Son.....	Bob Veal 9019.....	10 00	.....
The Dairy Products Co.....	Unclean Milk Cans.....	50 00	.....
Thorndale Farms	Unclean Milk Cans.....	50 00	.....
G. W. Hinman.....	Bob Veal b515 and 26 others	162 00	.....
Thomas Rogers	Milk a159	50 00	.....
Berzinsky & Eisenberg.....	White Vinegar 10836...	50 00	25 00
Berzinsky & Eisenberg.....	White Vinegar 10837...	50 00	25 00
Milwaukee Lunch	Milk 17483	50 00	.....
Stark's Restaurant	Milk 18904	50 00	.....
Philip Deming	Milk 18931	50 00	.....
Bentley & Settle.....	White Wine Vin. 852...	50 00	.....
Isaac Bookstein	Bob Veal 10855, 10873, 10874, 10877	4 00	.....
E. C. Haines & Co.....	C. F. 868.....	50 00	15 00
S. B. Grannis.....	Milk 14956	50 00	.....
Gilbert L. Padgett.....	Milk 14898	50 00	.....
George H. Lawton.....	Milk 13597	50 00	.....
William F. Mattice.....	Milk 16257	50 00	.....
Hanover Lunch Room.....	Milk 17559	100 00	.....
Rudolph Schuldt	Milk 15889	50 00	.....
C. J. Rumsey & Co.....	Spirits Turpentine 460.	100 00	.....
Bentley & Settle.....	Cider Vinegar 851.....	50 00	.....
Frank M. Ranney.....	Milk 18105	50 00	27 00
Edward T. Danahy.....	Hamburg Steak 681 ...	50 00	.....
Selig Feldman	Vinegar 4373	100 00	17 00
Wolf Kaminsky	Vinegar 10687	100 00	17 00
Kaminsky Bros.	Vinegar 10497	50 00	.....
F. Pierson	Compound 518	50 00	.....
Paul Mittenzweyg	Milk 17450	50 00	.....
John M. Buchman.....	C. C. F. S. 3400.....	50 00	.....
Guiseppe Rossano & Brother..	White Vinegar 604....	50 00	.....
Barclay Naval Stores Co.....	Spirits Turpentine 564.	100 00	.....
Charles F. Moon.....	Raw Linseed Oil 1049..	100 00	.....
James Finn and Charles Kidd..	Vinegar 367	100 00	.....
E. A. Hall.....	Vinegar 365	50 00	.....
William Cogswell	Spirits Turpentine 19-S	50 00	.....
D. D. Ellis.....	Milk 20102	50 00	.....
Elmer H. Johnson.....	Raw Linseed Oil 747...	100 00	.....
William H. Moritz.....	Lard 515	50 00	.....
Calvin E. Button and Clarence Button	Milk 15676	50 00	15 00
Jefferson E. Coon and James E. Coon	Milk 15675	50 00	15 00

Defendant.	Violation.	Penalty.	Costs.
Frank H. Coger.....	Hamburg Steak 469 ...	\$50 00	.....
Kimmel Hardware Co.....	Spirits Turpentine 22-S	100 00	\$15 00
Luke Blake	Special Milk Case.....	625 00	.....
W. C. Brothers.....	Pork Sausage 1134.....	50 00	.....
W. J. Robinson.....	Bob Veal 8703-4-5-6- 7-8	50 00	.....
Peter Tionan Lunch Co.....	Milk 17463-4-2.....	100 00	.....
M. Farro	Bob Veal 2146.....	5 00	.....
P. D. Baldwin.....	Bob Veal 4244.....	50 00	.....
The Modern Dining Room....	Milk 18916-7	100 00	.....
Bruck & Schulman.....	Vinegar 605	50 00	.....
Hamilton Dairy Co.....	Milk 17558	50 00	25 00
Julius Crystal	Boiled Linseed Oil 757..	50 00	.....
Edward C. Bristol.....	Pork Sausage 786.....	50 00	.....
Warren F. Saxton.....	Boiled Linseed Oil 497..	100 00	.....
M. Borst	Bob Veal 7650	50 00	.....
Steve Stiansen	Milk 18879	50 00	.....
W. F. Courter.....	Bob Veal 2545 to 2556, inclusive	25 00	.....
J. Camp	Bob Veal a2688, a1321, 10041, 7102, 2686, 10031, 10032	25 00	.....
J. A. Andrews & Son.....	Spirits Turpentine 18..	100 00	.....
Jacob Miller	Milk 19525	50 00	2 50
Martin's Tioga Dairy.....	Milk 17494	50 00	.....
Samuel Garber	Vinegar 10787	100 00	.....
Fred M. Whaley.....	Pork Saus. a169, a170..	50 00	.....
Louis H. Schweichler.....	Milk a206	50 00	.....
John Easterbrook	Milk 20056	50 00	.....
William Schade	26 Unclean Cans.....	100 00	.....
Frank Weller	Milk 20162	50 00	.....
D. Farber	Bob Veal a518.....	10 00	.....
G. J. Clark.....	Milk 20110	50 00	.....
Stephen Ciszewski	Milk a201	50 00	.....
Beakes Dairy Co.....	Milk 17552, 18918, 17563	150 00	.....
Cook Milk and Cream Co.....	Cream 18877	50 00	.....
Ludwig Wahl	Milk 20055	50 00	.....
Joseph R. Greenwood.....	Milk 18803	50 00	.....
O. W. Clark & Son.....	C. F. 514.....	50 00	.....
Cooke Milk and Cream Co....	Cream 18857, 18872....	100 00	.....
Fred Teuber	Bob Veal a2417, a2899..	20 00	.....
Philip Wegerich	Milk 14468	50 00	.....
Nicholas Schiffler	Milk a161	50 00	.....
Frank Hauser	Milk 18523	100 00	.....
Thomas Lacy	Bob Veal 10099, 10192, 10093	30 00	.....
Elliott Bros.	Pork Sausage a174....	50 00	.....
Childs Company	Milk 17605	100 00	.....

Defendant.	Violation.	Penalty.	Costs.
Amunziata Guarducci	Vinegar 503	\$50 00	\$10 00
Benn L. Watson.....	Boiled Linseed Oil 745.	100 00	.....
Tuting & Heins.....	Milk 17611	50 00	.....
Leach Gardner	Branding Cheese, etc...	100 00	.....
Ellsworth Childs	Milk 19530. On acct...	25 00	.....
Wm. E. Simmons.....	Spirits Turpentine 493.	100 00	.....
Frontuer Pickling Co.....	Vinegar 673	50 00	.....
Charles L. Purdy.....	C. C. F. S. 3781.....	50 00	.....
Nicholas Delamanaras & Co...	Greek Butter 10267. On account	40 00	.....
Alexander Fishel	Coffee 4212	50 00	.....
Ames-Burns Co.	C. C. F. S. 3752.....	50 00	.....
Alex J. Kaminski.....	Ren. Butter a460.....	50 00	.....
H. E. Hessler & Co.....	Turp. 51-54-58-59	100 00	.....
Jacob Cohn	Milk 14960	50 00	.....
William Secor	Milk a112	50 00	.....
Everett & Treadwell.....	Peaches 499	50 00	.....
Jacob Schwarz	Coffee 170	50 00	.....
Stephen Calas, Anasto Hantaris and Gustav Drosinos.....	Oleomargarine a607 ...	50 00	.....
Adolph F. Feitz.....	Milk 14840	50 00	61 44
Anna M. Goodman Estate....	C. C. F. S. 3211.....	50 00	.....
Howell-Demarest Co.	Milk 17554	75 00	10 00
Alonzo Meabon, Alberto Meabon and Fred Brockway.....	Milk 19071	50 00	.....
Charles Goldstein	Milk 15583	50 00	15 00
A. H. Barber & Sons.....	C. C. F. S. 3509.....	50 00	.....
J. D. Somers.....	Cream 17182	50 00	.....
W. P. Boname and Geo. R. Stratton	Spirits Turpentine 741.	100 00	.....
O. A. Chamberlain.....	Milk 16471	50 00	25
William J. Mahar & Son....	Hamburg Steak 940...	50 00	1 00
William E. Garfield.....	Cider Vinegar 211.....	50 00	.....
John L. Raab.....	Pork Sausage a12.....	50 00	.....
Ford & Rowe.....	C. C. F. S. 3493.....	50 00	.....
Knauss Brothers	{ Frankfurt Saus. a158.. } Sausage a157	50 00	.....
James Costello	Pork Sausage a210	50 00	.....
James H. Gray.....	C. C. F. S. 3356.....	50 00	.....
Swatling Paint and Paper Co..	Boiled Linseed Oil 550..	100 00	.....
Joseph Handler	Vinegar 10471	50 00	3 50
A. J. Van Sicken & Son.....	C. F. 47, 302.....	100 00	6 00
Newburgh Lumber Co.....	Turpentine 283	100 00	.....
Konstant McClusky	Lard 310	50 00	.....
Timothy H. Comiskey.....	Hamburg Steak 574...	50 00	.....
Ralfalo Martorelli	Lard 423	50 00	.....
Nicholas Delamanaras Co....	Greek Butter 10267....	10 00	.....
M. L. Ford.....	Spirits Turpentine 906.	100 00	.....
Gustavus Flint	Milk 16602	50 00	.....

Defendant.	Violation.	Penalty.	Costs.
Arthur G. Van Norstran.....	Spirits Turpentine 483.	\$100 00	.....
Miss M. L. Barber.....	Milk 20107	50 00	.....
Reynolds Elevator Co.....	C. C. F. S. 3477.....	50 00	.....
Fred W. Johnson.....	Cider Vinegar a279....	50 00	.....
Joseph F. and Conrad Weinhart	Lard Compound 377...	50 00	.....
Clinton Snyder	Milk 20109	50 00	.....
H. C. Miller.....	Oleomargarine a166 ...	50 00	.....
John B. Cuhn.....	Milk 18930	50 00	.....
John S. Lehman.....	Milk 12136-12138	50 00	.....
Isaac Sussman	Milk 17057	50 00	.....
J. Garnham	Cream 17217	50 00	.....
August Beek, Jr.....	Oleomargarine 219	50 00	.....
Mohiean Company.....	Pork Sausage a154.....	50 00	.....
Mohiean Company.....	Pork Sausage 450.....	50 00	.....
Andrew Ruff's Sons.....	C. C. F. S. 3279.....	50 00	.....
Jacob C. & Harlow W. Kellogg	Compound 426	50 00	.....
George H. Hiteheock.....	Lard Compound 392...	50 00	.....
Philip Lite	Lard 308	50 00	.....
John J. Papper.....	Cider Vinegar a28.....	50 00	.....
Malone Dairy Co.....	2 Unclean Milk Cans...	50 00	.....
Nicholas Mereurio	Lard 398	50 00	.....
Goppel Deitehman	Vinegar 393	50 00	.....
Michael Fava & Co.....	Oleomargarine a1062 ..	50 00	.....
Louis Astorino	Lard 426	50 00	.....
The Bronx Milk and Cream Co.	12 Unclean Milk Cans..	100 00	.....
William H. Dietzel.....	Lard Compound 382...	50 00	.....
Corn Products Refining Co....	C. C. F. S. 3666.....	50 00	.....
W. A. Waite & Son.....	C. C. F. S. 3527.....	50 00	.....
Charles S. Taylor.....	Hamburg Steak 891....	50 00	.....
Charles Morse and William Parsons	Bologna Sausage a51...	50 00	.....
C. C. Rueh.....	Compound Lard 263....	50 00	.....
Frank Jedlitchka	Lard a52	50 00	.....
Frank Zazynski	Lard a459	50 00	.....
J. A. Strobe.....	Milk a303	50 00	.....
Frank Serowiez	Milk a209	50 00	.....
Philip E. Weinger.....	Milk 17059	50 00	.....
W. W. Van Veehten.....	C. C. F. S. 3347.....	50 00	.....
Frank X. Bernhardt.....	Oleomargarine 7065 ...	50 00	.....
J. Miehel	Cream 253	50 00	.....
Conrad Strohm	Bologna Sausage a304..	50 00	.....
J. J. Jaekle & Son.....	Bologna Sausage a310..	50 00	.....
George Kiekle	Bologna Sausage 172... } Hamburg Steak 171.... }	50 00	.....
Joseph Berrigan	Milk a328	50 00	.....
Julius Seyler	Bologna Sausage 174...	50 00	.....
Jacob W. Rosendale.....	Hamburg Steak a162..	50 00	.....
Julius Agielezyk	Milk 18515	50 00	.....
Archie R. Newton.....	Cider Vinegar 269.....	50 00	.....

Defendant.	Violation.	Penalty.	Costs.
William E. Gillease.....	Lard Compound 436...	\$50 00	.....
Leo Benjamin	Butter Flavor Com- pound 688.....	50 00	.....
Charles E. Haines.....	Lard Compound 552...	50 00	.....
Cook & Goetchens.....	Pork Sausage 405, Hamburg Steak 404.	50 00	.....
R. N. Armour.....	Milk a309	50 00	.....
Margaret Colgan	Oleomargarine a54	50 00	.....
Charles R. Taylor.....	Pork Sausage 897.....	50 00	.....
Frank X. Dufner.....	Bologna Sausage 170..	50 00	.....
John Moakler	Milk 16472	50 00	.....
Sidney De Lamarter.....	Hamburg Steak 571...	50 00	.....
Burton E. Klein.....	Cream 263	50 00	.....
Clair Stillinay	Milk a207. On acct...	30 00	.....
Reeves Bros.	Reliance Baking Pow- der 226	50 00	.....
Prudential Specialty Co.....	Raising Baking Pow- der 196	50 00	.....
John Manthe	Bologna Sausage 168..	50 00	.....
John I. Sterner.....	Compound 378.....	50 00	.....
G. J. & A. L. Mentley.....	Compound Lard 24....	50 00	.....
Ellsworth Childs	Milk 19530	30 00	.....
J. J. Deming.....	C. C. F. S. 3481.....	50 00	.....
Arthur Pullen	Pork Sausage a212. On account	10 00	.....
Joseph A. Antonette Pessatore	Olive Oil a3.....	50 00	.....
Fred Becher	Mince Meat a163.....	50 00	.....
Le Suer & Grant.....	Frankfurt Sausage 559	50 00	.....
Hyman Levine	Milk 17056	50 00	.....
William F. Sherwood.....	Cider Vinegar a156....	50 00	.....
E. S. Batcheller & Co.....	Turpentine 213	100 00	.....
Henry C. Almy, Jr.....	Lard 534	50 00	.....
Mrs. Susan M. Dyer.....	Oleomargarine 457	50 00	.....
Leon Le Fever.....	Sausage 568-569	50 00	.....
Henry Albert	Lard a456	50 00	.....
Joseph Morstatt	Vinegar 11	50 00	.....
Frederick Tamin	Pure Lard 250.....	50 00	\$5 00
Edwin R. Honse	Milk a853	75 00	.....
Victor Longtin	Milk 20021	50 00	.....
H. F. Longtin.....	Milk 20018	50 00	.....
Cornelius Cahill	Milk 20023	50 00	.....
J. Hamburgh	Milk 20017	50 00	.....
Taskett Bros.....	Milk 20016	50 00	.....
H. B. Gould.....	Milk 20019	50 00	.....
L. J. Schwalm.....	Milk 20013	50 00	.....
Henry Perrault	Milk 20014	50 00	.....
Anthony and Rand Van Wely	Milk a312	50 00	.....
William M. Wolcott.....	Cider Vinegar a308....	50 00	.....
Truman R. Coon.....	Pork Sausage 882.....	50 00	.....

Defendant.	Violation.	Penalty.	Costs.
Willis W. Coon.....	Frankfurt Sausage 885	\$50 00	.....
Charles L. Ellsworth.....	Frankfurt Sausage 884	50 00	.....
George Liss & Co.....	Lemon Flavoring 10661	50 00	.....
Daniel G. Peasley.....	Milk 18752	25 00	.....
Thomas L. Fleming.....	Hamburg Steak 790...	50 00	.....
Martin Hoppe	Choice Honey 200.....	50 00	\$10 00
Clair Silliway	Milk a207	20 00	.....
Stefano Treep	Lard a174	50 00	.....
Clarence King	Milk 16620	50 00	.....
V. R. Dillistin.....	Milk 13543	50 00	16 00
Charles Brown	Milk 15715	50 00	.....
Nickoli D. Lyriotakio.....	Olive Oil 10134.....	50 00	.....
Crown Manufacturing Co.....	Crown Compound Tar- tar 233	50 00	.....
Morris Gudian	White Vinegar 85.....	50 00	.....
Nadel Bros.	White Vinegar 678....	50 00	.....
Michael Randazzo	White Vinegar 412....	50 00	.....
Theodore Geffen	Vinegar 10834	50 00	.....
Max Heller	Milk 20305	50 00	.....
Wing Sing Co.....	Milk 20314	50 00	.....
Garguilo & Co.....	Olive Oil a70.....	50 00	.....
Turkish and Arabian Coffee Co.	Coffee 177	50 00	.....
John Ruthke	Milk 20253	50 00	.....
Max Eliasberg	Milk 20303	50 00	.....
Philip Applebaum	Lard 537	50 00	.....
Hegeman & Co.....	Maple Sugar 713.....	50 00	.....
Max Rosenblum	White Vinegar 22.....	50 00	.....
William Gress.....	Milk 20260	100 00	.....
Crawford Johnston	Milk 20002	50 00	.....
Elias Smith	Mustard 38	50 00	.....
Morris H. Bernstein.....	Artificial White Vine- gar 10498	50 00	.....
William M. Mayo.....	Milk 15183	50 00	.....
Tracey Brownell	Lard 528	50 00	.....
Canisteo Cash Grocery Co....	Lard 526	50 00	.....
James Peters	Milk	75 00	.....
John Gates	Milk 20005	50 00	.....
John B. Badaracco.....	Lard 411	50 00	.....
Julius Frank	Bob Veal a593.....	50 00	.....
Tanner Bros.	Cotton Seed Oil 175...	50 00	.....
C. H. Sabin.....	Turpentine 319	100 00	.....
Henry Bushing	Vanilla Extract 506...	50 00	.....
Angelo Julian	Lard 427	85 00	.....
Byron Adams and Isaac Adams	Lard 388	50 00	.....
Charles W. Marlett.....	Lard 396	50 00	.....
E. D. Naylor.....	Lard 1147	50 00	.....
Zakarion Bros.	Olive Oil 431.....	50 00	.....
Owen & Parkhouse.....	Pork Sausage a322....	50 00	.....
O. S. Bacon.....	Milk 17199	50 00	.....

Defendant.	Violation.	Penalty.	Costs.
Taylor & McFaggan.....	{ Pork Sausage 363..... } Hamburg Steak 364.... }	\$50 00	.....
New York Packing Co.....	Pork Sausage 369.....	50 00	.....
Richard Earstyne	Milk a332	50 00	.....
L. S. Crutts.....	C. C. F. S. 3740.....	50 00	.....
William Edgett	Pork Sausage a249....	50 00	.....
Charles C. Welch.....	Cream 290	50 00	.....
Hebert & Thibodeau.....	Oleomargarine a740 ...	50 00	.....
Clarence L. Bitz.....	Pork Sausage 878.....	50 00	.....
Will Raiber, Jr.....	Milk a210	50 00	.....
Henry Felkel	Hamburg Steak a469..	50 00	.....
Mayer Bros.	Bologna Sausage a311.	50 00	.....
F. H. Pierson.....	Sausage a154	50 00	.....
Robert LaFountain	Milk 14469	50 00	.....
Gould Bros.	Lard a28	50 00	.....
F. A. Rice.....	C. F. 1515.....	50 00	.....
William Stagner	Milk a118	100 00	.....
J. E. Hogeboom.....	Milk a1010-a1016	100 00	.....
F. A. Hortick.....	Milk a335	50 00	.....
Nathan Kappar	Cotton Seed Oil 174...	50 00	.....
Willis L. Benedict.....	Milk a113	50 00	.....
Charles Faucett	Sausage a58	50 00	.....
Borden & Elliott.....	C. F. 1921.....	50 00	.....
James O'Connor	Milk 15711	50 00	.....
DeEsting J. Scanlon.....	C. F. 1653.....	50 00	.....
Manuel J. Soule.....	C. F. 1259.....	50 00	.....
Fred C. Fisher.....	Hamburg Steak a758- a269	100 00	.....
James Mooney	Butter a267	50 00	.....
Samuel Wright	Milk a285	50 00	.....
John K. Moore.....	Milk a270	50 00	.....
Michael McKay	Milk a1401	50 00	.....
F. A. Hortick.....	Milk a1009	50 00	.....
Dewitt McNeal	Milk 12145	50 00	.....
Harlan M. Kastner.....	Milk 20012	50 00	.....
Patrick Landers	Milk a404	50 00	.....
John C. Redman.....	Milk 16546	50 00	.....
Fred B. Griffiths.....	Milk 15717	50 00	.....
Cyrus E. Hartman.....	Milk a651	50 00	.....
Avah Dykeman	Milk 16160	50 00	.....
Edward McCoy	Milk a415. On acct..	20 00	.....
William A. Stock.....	Milk 12143	50 00	.....
Fanelli & Co.....	Lard a72	50 00	.....
David Carey	Milk 8531. On acct..	25 00	.....
Frank McDonald	Milk a416	50 00	.....
Harry Hunt	Milk 16158	50 00	.....
Mrs. Rebecca C. Palmer.....	Milk 12148	50 00	.....
Charles Fisher	Milk 8532	50 00	.....
George Zickler	Milk 17062	50 00	.....

Defendant.	Violation.	Penalty.	Costs.
Andrew J. Rhinehart.....	Milk 14463	\$50 00	.....
H. Conklin	Milk 857	50 00	.....
Adolph Degenhardt	Lard 392	50 00	.....
James Morris	Milk a453	50 00	.....
Henry Bisnett	Milk a610	50 00	.....
Pietro Caporale	Lard a29	50 00	.....
Charles Fritzel & Son.....	Lard a2	50 00	.....
Reeves Bros.	Lard 352	50 00	.....
Nicholas Stametas	Milk 20501	50 00	.....
Geo. Wehmann	Milk 20502	100 00	.....
Frank Johnston and Elmer Barron	Milk 19689	50 00	.....
Adolph Tobes	Milk a248	50 00	.....
Stephen Ciszewski	Milk a165	50 00	.....
Wm. J. Chaney.....	C. C. F. S. 3633.....	50 00	.....
Montana, Salvo & Co.....	Olive Oil 668.....	50 00	.....
	Cider Vinegar 667.....		
George Kichle	Lard 298	100 00	.....
Siegel, Cooper Co.....	Milk 20403	50 00	.....
Oreangelo Trinchitella	Olive Oil 400.....	50 00	\$10 00
Pasquale Mangini	Olive Oil 404.....	50 00	10 00
James Smith	Milk 14966	50 00	.....
Nelson E. Fisher.....	Milk a1004	50 00	.....
G. Schlicht	Cider Vinegar a331...	50 00	.....
Willis L. Benedict.....	Milk a119	50 00	.....
Thomas Lourie	Milk a272	50 00	.....
Eben Burrows	Milk 17518	50 00	.....
John Dorr	Milk 8352	50 00	.....
Mrs. Annie R. Slawson.....	Milk 14464	50 00	.....
Albert Voight	Milk a501	50 00	.....
Henry A. Peckham.....	Milk 10336	50 00	.....
Wilson R. Quereau.....	C. F. 1661-1662.....	50 00	.....
Edward B. Randall.....	Milk 20506	50 00	.....
George W. Smith.....	Milk 10334	50 00	.....
Clarence Campbell	Milk 13542	50 00	.....
Thomas L. Tompkins.....	Milk 16155	50 00	.....
Edward J. Gibbs.....	Milk a502	50 00	.....
Elijah Petingill	Milk 15720	50 00	.....
George McCaul	Milk 16156	50 00	.....
John E. Kipp.....	Milk 10330 - 10331 - 10332	50 00	.....
John Molinealli	Vinegar 441	50 00	9 10
Jacob Massoth, Jr.....	Milk a1006	50 00	.....
Howard C. Owen.....	Milk a654	50 00	.....
Michael Curry	Milk 20168	50 00	.....
Wm. H. Rathbun.....	Milk a274	50 00	.....
Edward L. Thompson.....	Milk 8529	50 00	.....
Edward McCoy	Milk a415	30 00	.....
Jacob W. Longyear.....	Milk 19906	50 00	.....

Defendant.	Violation.	Penalty.	Costs.
James H. Fragett.....	Milk 19901	\$50 00	.....
A. E. Keller.....	Milk 10343	50 00	.....
B. J. McCarry.....	Lard 938	50 00	.....
John H. Kamman Co.....	Mince Meat a15-a17...	50 00	.....
Jefferson W. Fox and John W. Perry	Lard 564	50 00	.....
Edward E. Williams.....	Bob Veal 2882-2883- 2154-2153	200 00	\$75 00
Clarissa M. Abbey.....	Milk a506	50 00	.....
John Long	Milk a427	50 00	.....
John Trachael	Milk 16547	50 00	.....
George Stockwell	Milk a602	50 00	.....
John W. Sullivan.....	Milk a613	50 00	.....
Thomas Hornor & Son.....	Mince Meat a20.....	50 00	.....
J. W. Stockwell Co., Inc.....	C. F. 1887-1890-1891- 1892-1893	50 00	.....
Fred M. Linsley.....	Milk 10338	50 00	.....
Jason Hasselton	Milk 20166	50 00	.....
Charles N. McCabe.....	Milk 16234	50 00	.....
John Koscielniak	Milk a132	50 00	.....
Ben F. Sine.....	Milk a1052	50 00	.....
George Sornberger	Quarantine	50 00	.....
J. Camp	Bob Veal 8504-8548- 8603-8606-a1386 ...	5 00	.....
William T. Simmons.....	Milk a127	100 00	.....
Andrew J. Crookston.....	Milk 14470	50 00	.....
Charles Booth	Milk a603	50 00	.....
Amunziata Guarducci	Lard 413	50 00	.....
Michael Wotjkiewioz	Milk a131	50 00	.....
W. L. Dooley.....	Bob Veal a530.....	10 00	.....
Milwaukee Lunch	Milk 18992	50 00	.....
John A. Borst.....	Milk 20258	50 00	.....
Eichen & Stranchler.....	Milk 17460	50 00	.....
Stemis & Pieper.....	Milk 20322	50 00	.....
Bedford Dairy Co. (M. H. Reu- ken & Co.).....	Milk 20523	50 00	.....
George Nesper	Hamburg Steak	50 00	.....
Michael Tomaszowski	Bob Veal 6075.....	10 00	.....
H. A. Fisk & Co.....	C. F. 1728.....	50 00	.....
C. P. Lawson.....	C. F. 1529-1530-1531..	50 00	.....
B. B. Payne.....	Bob Veal 339-a314- a315	25 00	.....
John Mortillare	Lard a66	50 00	.....
Henry Tichy	Lard 384	50 00	.....
John Lutjens	C. F. 1421.....	50 00	.....
Barclay Naval Stores Co.....	Spirits of Turp. 722..	100 00	.....
The Coe-Mortimer Co.....	C. F. 1812.....	50 00	.....
Wm. M. Davidge.....	C. F. 373.....	50 00	7 00
Daniel W. Schultz and Louis T. Eaton	Bologna Sausage 44, Hamburg Steak 45..	50 00	.....

Defendant.	Violation.	Penalty.	Costs.
G. H. Prosser.....	Milk 15719	\$50 00	.....
Cresengo Aversa	Olive Oil 10188.....	50 00	.....
J. E. Rosasco.....	Milk 20265	100 00	.....
Fred Berghff	Hamburg Steak 374...	50 00	.....
Geo. Schrodtt	Milk 12144	50 00	.....
John P. Cobb.....	C. F. 1540.....	50 00	.....
Robert Burke	C. F. 1829.....	50 00	.....
Burt D. Buckley.....	C. F. 2053.....	50 00	.....
John H. O'Connor.....	C. F. 1183.....	50 00	.....
Charles H. Porter.....	Milk a107	50 00	.....
Robert H. Stewart.....	Milk 19536	50 00	\$10 00
Salvator Reillo	Compound Lard a310..	50 00	10 00
John H. Keith.....	Milk a1354	50 00	.....
Edward C. Hoag and Wesley Hoag	Milk a507	50 00	.....
Frank Lamson	Milk a852	50 00	.....
Albert A. Bender.....	Milk a239	50 00	.....
Antonia Lemma	Olive Oil 664.....	50 00	.....
Joseph Kaminsky	Milk 20407	50 00	.....
Mrs. Carrie N. Clark.....	Milk 12106	50 00	.....
Hotel Endicott	Milk 20270	50 00	.....
McDermott Dairy Co.....	Milk 17327-16775	50 00	.....
Nathaniel Marks	Milk a405	50 00	.....
Paul St. Clair.....	Milk 15722	50 00	.....
Amsterdam Lunch Co.....	Butter 7621	50 00	.....
The American Agricultural Chemical Co.	C. F. 1437-1532-1736..	150 00	.....
Bradt Mercantile Co.....	Cider Vinegar 537....	50 00	.....
Jonathan Render	Milk 20028	50 00	.....
Barclay Naval Stores Co.....	Turpentine 771 - 778 - 791	300 00	.....
Frederick J. Maeder.....	Turpentine 780	100 00	.....
Max Herzog	Spirits of Turp. 775...	100 00	.....
Morris Jacobson	Spirits of Turp. 800...	100 00	.....
Henry and Wm. Wirth.....	Spirits of Turp. 782...	100 00	.....
Physical Culture Restaurant..	Milk 19544	50 00	10 00
Frank Coppolo	Olive Oil a156.....	50 00	.....
Edward T. Danahy Co.....	Mince Meat a158.....	50 00	.....
Righter Mfg. Co.....	Vanilla Flavor 979....	50 00	.....
Samuel Ehrlich and William Greenberg	Milk 20252	50 00	.....
George Lewis and Myron Car- nahan	Milk a552	50 00	.....
John J. Russell and Greeley A. Palmer	Spirits of Turp. a157..	100 00	.....
George Wood	Milk a854	50 00	.....
Ahrens Bros. (Herman and John)	Lard 374	50 00	10 00
Scafa Vincenzo	Lard 100	50 00	.....

Defendant.	Violation.	Penalty.	Costs.
Joseph Balzano	Olive Oil 10273.....	\$50 00	.....
William J. Banks.....	Bologna Sausage a305.	50 00	.....
George Wager	Butter a63.....		
	Hamburg Steak a62...	50 00	.....
Ira L. Barnum.....	Milk 14967	50 00	.....
Fred Walter	Milk 20521	50 00	.....
Charles Schwender	Milk 20519	50 00	.....
S. W. White & Son.....	C. F. 1804.....	50 00	.....
Peter Warner	C. F. 1877.....	50 00	.....
James Freeman	C. F. 1853.....	50 00	.....
The American Agri. Chemical Co.	C. F. 1742.....	50 00	.....
Frank S. Gardella.....	Lard 429	50 00	\$7 50
Joseph Thiel	C. F. 1507.....	50 00	.....
Samuel C. Price.....	Milk 12141	50 00	.....
Fred Schrader and John Schrader ..	Milk a505	50 00	.....
Robert Pearson	Milk a861	50 00	.....
The American Agri. Chemical Co.	C. F. 1368.....	50 00	.....
Genero Okuzzo	Lard 390	50 00	12 00
N. Y. Dairy Lunch.....	Milk 20275	50 00	.....
Samuel Bruck	Olive Oil 383.....	50 00	10 00
James Bisogno	Lard a20	50 00	5 00
Samuel Bloomfield	Milk 20409	50 00	.....
Victoria Hotel	Milk 16844	50 00	.....
Cafe Martin	Milk 16840	50 00	.....
Emiel Wagoner	Milk 1620	50 00	.....
Hofbrau House	Milk a1505	50 00	.....
Henry P. Tuthill.....	C. F. 1144.....	50 00	.....
Norman H. Daniels and M. H. Gillett	Lard Compound 390..	50 00	.....
H. B. Belknap.....	Red Amber Vinegar 522	50 00	.....
Wallace W. Dreury.....	Milk 19681	50 00	.....
Mark J. Owens.....	Cider Vinegar a675...	50 00	.....
Reuben Torpy	Milk a456	50 00	.....
Henry Beckerink	Milk a504	50 00	.....
William J. McCaughey.....	Milk a407	50 00	.....
Humboldt Mill Co.....	C. C. F. S. 3198.....	50 00	.....
Israel Nathan	Vinegar a340	50 00	.....
Joseph Jung	Milk 20259	50 00	.....
H. and J. A. Sutliff.....	Vanilla 434	50 00	.....
Lackawanna Lunch	Milk 20401	50 00	10 00
Horowitz & Exelbirt.....	Coffee (S. O. C.) 234..	50 00	.....
Buell C. Brooks.....	Milk 19910	50 00	.....
Charles C. Harris.....	Milk 17054	50 00	.....
Leo Conley	Milk a1402	50 00	.....
Arlington Hotel	Milk a1513	50 00	.....
Ivan Batchelder	Milk 20254	50 00	.....

Defendant.	Violation.	Penalty.	Costs.
Robert B. McKenzie.....	Milk 16265	\$50 00 .....	.....
Charles H. Crawfoot.....	Milk 19658	50 00 .....	.....
Ernest S. Fowler.....	Milk 15716	50 00 .....	.....
Fred E. Rosebrock & Co.....	Mixed Eggs 70.....	50 00 .....	.....
Moses Seelig	Milk 18962	50 00 .....	.....
Genesee Lunch	Milk 20268	50 00 .....	.....
Morrison Rogers	Milk 19532	50 00 .....	.....
George Colgrove	Milk 19698	50 00 .....	.....
The Mohican Grocery Co.....	Lard 1037	50 00 .....	.....
Herbert Wolstenholm	Milk 20025	50 00 .....	.....

JUDGMENTS COLLECTED DURING THE YEAR 1911.

Defendant.	Violation.	Amount.
Frank Boccio	Olive Oil 10650.....	\$55 00
Vencenzo Guarneri	Olive Oil 481.....	60 00
Joseph Bischoff	Milk 16952. On account.....	50 00
Riolo Russo	Olive Oil 10693.....	62 50
Smith & Seeley.....	Vinegar 4	136 93
Vincenzo Pucci	Lard 10464	60 00
William Lindfors	Lard 10481	55 00
Frank White	Olive Oil 320.....	55 00
John F. Batjer.....	Oleomargarine 6424	50 00
Geo. H. Bradish.....	Milk 20007	155 77
N. Sayer	Bob Veal 3282-3-4-5-6-7.....	275 00
Michael O'Connor	Milk 16204. On account.....	100 00
Sophie Slaff	Butter 153	160 70
Joseph Jakubiak	Milk 15556. On account.....	23 75
Samuel Ruttenstein	Oleomargarine 377	125 00
Emma L. Newman.....	Oleo. 7088, Butter Colro. 192....	125 00
Peter Wargula	Milk 15497	126 22
L. Bradley	Bob Veal 7506.....	172 52
Fred Roth	Lard 10372	55 00
William Tuorto	Lard 10698	55 00
John Lauricella	Olive Oil 322.....	55 00
Rubin Willner	Vinegar 10096	57 00
Michael Dargenzio	Olive Oil 10388.....	57 50
Zellner Bros.	Eighteen Unclean Milk Cans.....	60 00
Lome Esposito	Olive Oil 463.....	60 00
Mr. and Mrs. Selig Corlip....	Vinegar 10971	117 00
Webster Bailey	Milk 16048	321 75
Agosteno Ferraro	Olive Oil 10696. On account....	40 00
Max Roth	Vinegar 10784	110 00
Burton R. Slaughter.....	Milk 10324	124 00
Frank (Zehel) Jehel.....	Bob Veal a1552, a1553, a1556, a1557	143 62

Defendant.	Violation.	Amount.
Alfred Gray	Lard Compound 12.....	\$137 18
Daniel F. Cunningham.....	Bob Veal 10452, 10457, 10458....	142 62
James LaDuke	Bob Veal 10381.....	138 92
Matthews & Harrison.....	C. C. F. S. 2181.....	233 96
Albion Cider and Vinegar Co..	Vinegar 718, etc.....	2,875 00
Solomon Ross	Vinegar 10831	62 00
Bernardo Blando	Olive Oil 10794.....	55 00
Michael Steuerwald	Milk 16330	125 49
Michael Tedesco	Olive Oil 10462.....	61 00
John Matarez	Olive Oil 328.....	55 00
Plaza Lunch (Ike Papkin, Prop.)	Milk 17454	62 00
Morris Feldman	Vinegar 10789	110 00
John Damian	Milk 18433. On account.....	75 00
J. H. Raben.....	Linseed Oil 239. On account....	28 00
Samuel J. Clark.....	C. F. 864. On account.....	25 00
Ignazio Rosco	Lard 10459	61 00
Herman Bell	Milk 17387	60 00
Frank Valente	Olive Oil 10468.....	57 41
Clara Schatten	Vinegar 10791. On account.....	50 00
Samuel Levy	Vinegar 485	117 00
Samuel J. Clark.....	C. F. 864. On account.....	35 00
C. H. Reeve.....	C. C. F. S. 2695.....	152 18
Hagin's Restaurant	Milk 17481	117 00
George Layattuta Bros.....	Lard 10332	120 19
Peter Cooper's Fertilizer.....	E. F. 352.....	144 41
Frank Haidvogel.....	Milk 19061	80 93
George Goodberlet	Unclean Stable	166 31
McDermott Milk and Cream Co.	Unclean Milk Bottles.....	581 64
The George W. Peck Co.....	Turpentine 28s	217 63
Domenico Perrella	Olive Oil 407.....	109 50
Ignatio Bacchi & Co.....	Lard 416	109 50
Alvino Ben Venuto.....	Lard 397	109 50
Albert Rothman	Milk 19531	109 50
Bernardo Bilbao	Lard 627	109 50
Daniel B. Wooden.....	Milk 16711. On account.....	45 88
Julius Weiss	Milk 17365	56 00
R. F. Stevens Co.....	Unclean Milk Cans.....	491 20
Marie Rosofsky	Vinegar 465	56 00
Celia Goldner	Vinegar 10649	56 00
Joe De Martino.....	Olive Oil 339.....	56 00
Ralph Rossano	Olive Oil 338.....	56 00
Louis Gottesman	Vinegar 477	60 00
Herm Von Holten.....	Vinegar 10451	115 00
Joseph Korenfeld	Vinegar 10786. On account.....	48 00
John Damian	Milk 18433	53 22
Evans Brothers	Boiled Linseed Oil 793.....	117 00
Abraham Bergman	Vinegar 410	62 00

**IN THE FOLLOWING CASES JUDGMENTS HAVE BEEN
RECOVERED IN FAVOR OF THE STATE, BUT RE-
MAIN UNCOLLECTED.**

Defendant.	Violation.	Amount.
George Layattuta Bros.....	Lard 10332	\$119 41
Agosteno Ferraro	Olive Oil 10696.....	55 00
Nicholas Christakus	Milk 17487	109 50
Joseph Cohn	Bob Veal 8416-10669.....	251 82
Charles F. and Louis Moulton.	Milk 15621	198 01
Annibola Finmarella	Olive Oil 314.....	60 00
Carmella Cappola	Olive Oil 10373.....	110 00
Philip Dembo	Bob Veal 10708.....	\$128 25
Tony Cafiero	Olive Oil 10467.....	58 00
Frank Valente	Olive Oil 10468.....	58 00
E. F. King.....	Bob Veal a1006, a1007, a1009, a1012, a1010, a1014, a1015, a1018, a1021, a1027, a1270, a1043, a1041, a1042, a1308. a1307, a1309, a1314, a1305, 10701	1,055 84
Daniel B. Wooden.....	Milk 16711	212 04
Max Ellenbogen	Vinegar 10092	62 00
Eugene Simoni & Co.....	Olive Oil 10549.....	107 50
Solomon Ross	Vinegar 10831	62 00
Samuel Snow	Vinegar 10091	117 00
Joseph Corillo	Vinegar 10831	62 00
Mager P. Bryer.....	Vinegar 10544	62 00
Jacob Lopaten	Vinegar 10688	62 00
Morris Ritter	Vinegar 10883	117 00
Samuel Levy	Vinegar 485	117 00
Clara Schatten	Vinegar 10791	107 50
Mrs. E. Schmidt and Montague Carter	Oleomargarine 10392	60 00
John Damian	Milk 18433	125 00
Sam Terlansky	Vinegar 10882. With costs.....	50 00
———— Tombardo	Olive Oil 10463.....	60 00
The Model Lunch Room.....	Milk 17631	62 00
Louis Gottesman	Vinegar 477	60 00
R. F. Stevens Co.....	Unclean Milk Cans.....	440 00
B. L. Van Valkenburg.....	Bob Veal 10862-3-4.....	259 45
Charles Golstein	Milk 15583	119 41
Ignazio Rosco	Lard 10459	63 65

Defendant.	Violation.	Amount.
Joseph Pecoraro	Olive Oil 10460.....	\$63 65
Micnael Tedesco	Olive Oil 10462.....	63 65
Samuel J. Clark.....	C. F. 864.....	286 00
John Matarez	Olive Oil 328.....	55 00
Christopher Lifis	Oleomargarine 10656	117 00
Abraham Gursky	Vinegar 10094	117 00
Joseph H. Raben	Linseed Oil 239.....	218 22
Gardella Fruit Co.....	Olive Oil 757.....	174 97
Peri Bruno	Olive Oil 10797.....	60 00
John Andolfi	Olive Oil 305.....	55 00
Isadore Crace	Olive Oil 10483.....	55 00
Pasquale Esposto	Olive Oil 10653.....	60 00
Solomon Berg	Vinegar 10190	62 00
Raymond H. Clark.....	Oleomargarine 305	129 09
Berkshire Lunch	Milk 17635	109 50
Emil Freudenthal	Milk 16785	109 50
Mary J. Miller.....	Milk 15702	100 09
Abramson & Fishhandler.....	Milk Shipping Station.....	17,241 43
Julia Sweeney	Oleomargarine 311	88 01
Frank Haidvogel	Milk 19061	84 02
Christian Stockinger	Olive Oil 329.....	126 05
Wife of J. F. Buchholtz.....	Oleomargarine 7600	161 91
Charles Goldstein	Milk 15583. Judgment on default opened.	
Edw. C. Guenther.....	Spirits of Turpentine 643.....	135 09
Griffin & Walley.....	Oleomargarine 174	143 47
Mary Urban	Milk 18448	135 59
Andrea Lacovara.....	Olive Oil 10651.....	107 50
James Sommers	Bob Veal a1395, a1396, a1371, a1370	83 13
Fred Bellinger	Quarantine	453 71
William Dworkowitz	Vinegar 467	60 00
Guiseppe Gellesta	Olive Oil 483.....	.....
Joseph Weiner	Oleomargarine a46	50 00
Barney Kassler	Milk 20547	62 00
Vincenzo Salimme and Genero- sa Salimme	Olive Oil a32.....	62 00
George B. May.....	Bob Veal 8305-8307-8308-8309- 8310	125 00
Nicholas Scuteri	Lard 6	134 86

ACTIONS IN WHICH THE PEOPLE WERE DEFEATED DURING 1911.

Defendant.	Violation.
Richard Lahey	Quarantine.
Minna Brunning	Olive Oil 327.
Luigi Mauro	Olive Oil 321.
Henry C. Fichten.....	Oleomargarine 6410.
Henry Jones	Bob Veal 10607-10609-10647-10654.
Joseph Gueroid	Olive Oil 479.
Robert C. Clark.....	Oleomargarine 10234.
Thos. Cumpson and Edward Cumpson	Pure Vanilla 2381.
Wilson & Burke.....	Lard 183.
James Butler	Vanilla 809.
Franz Von Rein.....	Sausage 832.
Standard Pickle Works.....	Vinegar 10985.
William Zucker	Vinegar 10970.
McDermott Dairy Co.....	Milk 17362.
James M. O'Neil.....	7 Unclean Milk Cans.
L. L. Willson.....	Quarantine.
Louis Mendelowitz	Lard 10461.
Benjamin Solomon	Vinegar 10796.
Calabro Bros.	Olive Oil 317.
J. F. Bucholtz.....	Oleomargarine 7600.
Peter Cooper's Fertilizer.....	C. F. 627.
Robert C. Clark.....	C. F. 358.
F. H. Roberts.....	Bob Veal 8425.
Paul W. Hommert.....	Oleomargarine 7656.
George Tsitsera	Milk 15829.
Joseph McCoun	C. F. 668.
McDermott Dairy Co.....	Milk 17623.
McDermott Dairy Co.....	Milk 17624.
John J. Guiton and ano.....	Oleomargarine 6108 and 6109.
Yonkers Painting and Decorat- ing Co.	Spirits of Turpentine 249.
W. H. Nevins.....	Spirits of Turpentine 247.
Max Lanbler	Vinegar 484.
Louis Weiss	Vinegar 334.
Samuel Steen	Bob Veal 3207-3208-3209-3223.
Mrs. Mary Croft.....	Oleomargarine 329.
George B. May.....	Bob Veal a1520, a1521.
Olis S. Henderson.....	Salad Dressing 210.

JUDGMENTS RECOVERED BY THE DEFENDANTS AGAINST THE PEOPLE AND CERTIFICATES FOR COSTS SIGNED BY THE ATTORNEY-GENERAL.

Defendant.	Offense.	Amount.
John Furbush	Milk 15119	\$84 90
Nicolo D. Marco.....	Olive Oil 10924.....	27 65
Robert Maitland	Quarantine	45 00
T. & E. Cumpson.....	Pure Vanilla 2381.....	132 25
Thomas Bulger	Quarantine	45 50
Robert Hussey	Quarantine	45 50
Mrs. Lucy Redding.....	Oleomargarine 330	46 25
Mrs. Julia Stevens.....	Oleomargarine 327	46 25
American Bak. Co. (Wm. H. Hale)	Oleomargarine 5782	75 83
Henry Jones	Bob Veal 10607, 10609, 10647, 10554	69 62
Harrington Bros. & Smith....	Oleomargarine a511	57 96
Mike Haggio	Bob Veal 10383.....	66 31
Wilson & Burke.....	Lard 183	83 17
Franz Von Rein.....	Sausage 832	95 57
J. F. Bucholtz.....	Oleomargarine 7600	27 41
Benjamin Solomon	Vinegar 10796	9 90
Standard Pickle Works.....	Vinegar 10986	27 15
Mrs. Mary Croft.....	Oleomargarine 329	55 00
William Gardei, Jr.....	Oleomargarine 201	59 24
L. L. Willson.....	Quarantine	106 30
F. H. Philo.....	Hamburg Steak 1097.....	35 50
F. H. Philo.....	Frankfurters 1098	35 50
John Lindeman	C. F. 358.....	57 47
Thomas H. Roberts.....	Bob Veal 8425.....	91 58
Joseph McCoun	C. F. 668.....	60 53
Peter Cooper's Fertilizer.....	C. F. 627.....	27 65
Theodore F. Scherer.....	Oleomargarine 3309	71 00
Thomas Bolger	Quarantine	32 60
DeWitt Hallenbeck	Quarantine	78 76
Robert Hussey	Quarantine	68 60
Guiton & Co.....	Oleomargarine 6108-6109	182 70
Yonkers Painting and Decorat- ing Co.	Spirits of Turpentine 249.....	107 63
W. H. Nevins.....	Spirits of Turpentine 247.....	107 63
Mrs. Mary Croft.....	Oleomargarine 329	77 85

CRIMINAL PROCEEDINGS.

Defendant.	Violation and Sentence.		
Mrs. Albert Dickle.....	Quarantine.	Found guilty.	Fined \$10.
H. C. Picot.....	Quarantine.	Found guilty.	Sentence sus- pended.
James Rooney	Quarantine.	Found guilty.	Sentence sus- pended.
C. H. Pflueger.....	Quarantine.	Found guilty.	Sentence sus- pended.
Patrick McCormack	Quarantine.	Found guilty.	Sentence sus- pended.
W. H. Sage.....	Quarantine.	Found guilty.	Sentence sus- pended.
H. F. Ballentyne.....	Quarantine.	Found guilty.	Sentence sus- pended.
Misses Lockwood	Quarantine.	Found guilty.	Sentence sus- pended.
Mrs. James Rooney.....	Quarantine.	Found guilty.	Sentence sus- pended.
Mrs. M. C. Lockwood.....	Quarantine.	Found guilty.	Sentence sus- pended.
A. Hasselman	Quarantine.	Found guilty.	Sentence sus- pended.
Bernard Karp	Broken Eggs 183 } Frozen Eggs 181 }	Found guilty.	Fined \$75.00.
Mrs. Joseph Mangin.....	Quarantine.	Defendant tried, found guilty.	Sentence suspended.
Albert Parraga	Quarantine.	Defendant tried, found guilty.	Sentence suspended.
L. W. Churchill.....	Quarantine.	Defendant tried, pleaded guilty.	Sentence suspended.
Paul Reynolds	Quarantine.	Defendant tried, found guilty.	Sentence suspended.
Mary Faloone	Milk 20158.	Pleaded guilty.	Sentence sus- pended.
Sherman Hammond.....	Process Butter 202.	Case tried.	Proceedings dismissed.
Cox & Co.....	Oleomargarine 6178.	Defendants pleaded guilty.	Fined \$100 or 30 days in jail for each defendant. Fines paid.
Michael F. Dowling.....	Oleomargarine 6037, 6038.	Defendant pleaded guilty.	Sentence suspended as he has paid a fine to the U. S. Government and was out of business.
James Carroll	Oleomargarine 7616.	Defendant arrested.	Pleaded guilty. Fined \$100, which he paid.

Defendant.	Violation and Sentence.
Terrance Mitchell	Unsanitary premises. Defendant arraigned, pleaded guilty. Sentence suspended.
Joseph Leitner	Bob Veal 3246, etc. Defendant convicted. Fined \$50.
Aaron Goldstein	Bob Veal 3249, 3250. Defendant convicted. Fined \$50.
Douglas Manzer	Quarantine. Tried by jury. Found not guilty.
Pine Brook Butter Co.....	Oleomargarine 7693. Thomas McKeon, driver, arrested and fined \$175 or 30 days in jail in the Court of Special Sessions.
Pine Brook Butter Co.....	Oleomargarine 7692. Defendant's driver arrested and fined \$100, or 30 days in jail.
Peter J. McDowell.....	Oleomargarine 7833. Fined \$100 or 30 days in jail.
Thomas Busseno	Quarantine. Defendant arraigned. Pleaded guilty. Sentence suspended.

CASES DISCONTINUED DURING THE YEAR 1911.

Defendants and violations:

Joseph Kirschner, vinegar, 4162.
 Newburgh Rendering Co., C. F., 776.
 William F. Mann, cream, 15181.
 Lannon Bros., milk, 14890.
 Genesee Provision Co., lard, 308-9.
 L. Newhof & Son, C. F., 768.
 Sodus Co-Operative Creamery Co., cream, 19102.
 C. A. Locklin, unsanitary condition cheese factory.
 Michael Dobbins, turpentine, 609.
 Metcalf Bros., cream 17195-17241.
 William M. Davidge, C. F., 373.
 S. E. Simonet, turpentine, 154.
 Laemmle Dairy Co., unsanitary milk station.
 Harrington Bros. & Smith, oleomargarine, A-511.
 Arthur G. Warren, milk, 18102.
 Henry Thomas, milk, 14860.
 Tobias Ginnis and Robert Pierson, diseased meat.
 Guiton & Co., lard, 225, 226.
 Sibley, Lindsay & Curr Co., pork sausage, 191.
 David Kittell, milk A-252.

Mike Haggio, bob veal, 10383.

William Bauman, vinegar, 5046.

M. Forman, vinegar, 5039.

Sherman Hammond, process butter, 202.

Fred G. Benedict, C. C. F. S., 3141.

Kate Schwanewede, vanilla, 10327.

F. B. Rainey, unsanitary cheese factory.

Mrs. Geo. Terrell, quarantine.

James G. Kinee, C. C. F. S., 3267.

Hiram E. Jennings, frankfurt sausage, 806; bologna sausage, 807.

George H. Jaquin, pork sausage, 535.

Thomas Trant & Co., hamburg steak, 782, frankfurt sausage, 784.

Joseph A. Mehlek, frankfurt sausage, 805.

John Dippold, frankfurt sausage, 801; bologna sausage, 802.

Charles W. Brown, frankfurt sausage, 845; bologna sausage, 846.

George Staley, milk, 16466.

Louis Bush, C. C. F. S., 3199.

North Hebron Cheese Company, unsanitary condition of factory.

Lemuel Burton, milk, 18278.

Davis Poster, vinegar, 4372.

William F. Fletcher, hamburg steak, 525.

T. S. Williamson & Bro., bob veal, 3586, 3691, 3599, 3692, 3695.

John W. Williams, bob veal, 3521, 3522, 3587, 3588.

Steers & Menke, bob veal, 3589, 3590.

Thomas Bingham & Co., bob veal, 3696.

Daniel B. McElner, bob veal, 3238.

Dennis & Herring, bob veal, 3180, 3523, 3530, 3221, 3453, 3451, 3496, 3495, 3448, 3500, 3454, 3298, 3449, 3494.

W. H. Mowerson & Son, bob veal, 3257, 3526, 3525, 3524, 3598, 3296, 3596, 3283, 3299, 3213, 3282, 3284, 3300, 3297, 3285, 3289.

J. Lacholter, pickles, 74.

Clarence E. Cornell, raw linseed oil compound, 658.

Thomas Keefe, lard compound, 355.

- John E. Congdon, lard compound, 356.
Timothy J. Connelly, lard compound, 487.
William S. Coykendall, lard compound, 351.
Alvie J. & Bert W. Bogardus, cheap lard, 352.
Thomas F. Connelly, lard, 489.
George D. Campbell, vinegar, 4158.
E. A. Enos, vegetole, 6.
Dairy Products Co., unsanitary milk depot.
D. J. Haley, pork sausage, 1185.
Gustave Walz, vinegar, 10662.
Elgin of the Catskills, milk special.
C. M. Sniffen & Co., jelly, 768.
W. M. Borst, oleomargarine, 8500.
George Ebeling, frankfurt sausage, 829; bologna sausage, 826.
Charles B. Hodges, spirits of turpentine, 611.
Frank J. Baker, vinegar 4837, 4836.
Joseph Snyder, C. F., 544.
Myron J. Kellogg, buckwheat flour, 345.
J. H. Howe, bob veal, 3222, 3281.
James G. McMahon & Hickey, cider vinegar, 154.
Mrs. Alice Williams, milk, 15682.
William H. Moritz, vinegar, 516.
Will J. Upson, vinegar 529.
Health Chemical Co., C. F., 862, 863.
Webster J. Cole, cheap lard, 354.
George H. Rogers, cheap lard, 353.
C. Humsinger, bob veal, a1294-95.
A. E. Hopson, bob veal, 4389-90.
W. S. Hitchcock Corporation, C. F., 855.
Alfred R. Schilling, pancake flour, 341.
Edward V. Versen, oleomargarine A-165.
Shafer & Barry, spirits of turpentine, 548.
Beakes Dairy Co., unsanitary milk depot.
Cheeney & McGee, vinegar, 412.
A. M. Smallman, cheap lard, 5354.
H. A. Putney & Co., spirits of turpentine, 468.
A. D. Morgan, C. C. F. S., 3648.
H. R. Bonfoey, turpentine, 669.

Irving Blazie, cream, 19162, 19172, 19178, 19179, 19158, 1729, 17248, 17243, 19161.

J. H. Gagen, turpentine, 308.

Jessie DeGroche, oleomargarine, 10343.

National Ice Cream Co., cream, 18420.

Walbridge & Co., boiled linseed oil, 95.

White & Pinck, raw linseed oil, 87.

Town's Paint Supply Co., boiled linseed oil, 238.

Nicola Riscignitto, milk, 18445.

H. J. Myers, milk, 16437.

J. A. Forrest & Co., C. C. F. S., 2438.

F. Schaible, raw linseed oil, 969.

Charles E. Keefe, turpentine, 281.

George White, pork sausage, a17.

Ulysses S. Johnson, spirits of turpentine, 463.

Egbert & Blackmer, spirits of turpentine, 455.

Clarence Hunt, milk, 14957.

A. S. Gray, cider vinegar, 908.

George A. Mutimer, turpentine, 308.

Abraham Levine, lard 513.

The Manhattan Candy Co., chocolate and dragees, 428.

Thomas, John & Lysandros Ravazulas, olive oil, 10211.

Joseph Latour, milk, 19154.

Emil Ratenberg and George Neubauer, oleomargarine, 935.

Otto L. Karlinger, bob veal, 1278, 1297, 1407, 1462, 1632.

Max Dickman, vinegar, 372.

John S. Lehman, milk, 12136-38.

Edward Hannay, unclean stables.

Walter B. Partridge & Co., linseed oil, 131.

Dwyer & Manning, oleomargarine, a739.

W. R. Bouton, cider vinegar, 533.

A. J. Weaver, pork sausage, 133.

Stoller Bros., milk, 12137.

B. B. Moore Estate, turpentine, 280.

The Only Dairy Lunch, milk, 17486.

Anthony Fetta, olive oil, 218.

Louis Alderman, sausage, 768.

John Monahan, mustard, 3574.

John Monahan, lard, 3572.
Alfred L. Leonard, lard 3396.
W. Sabourin, mustard, 3596.
E. L. Auchampaugh, cider vinegar, 961.
Sarah Hartford, oleomargarine, 230.
Romeyn Wormuth, bob veal, 10672.
James A. Moran, oleomargarine, 7543.
Wallace Pattrell, rabies quarantine.
Adolph W. Becker, milk, a160.
W. D. Blessing, gherkins, 6437, 6438.
George Stanley, pork sausage, A-6.
Marshall & Falls, spirits of turpentine, 1047.
Henry Missert, C. C. F. S., 3352.
Scotti, Frederick & Donofrio Co., olive oil, 10947.
Parisi & Vita, olive oil, 10285.
Eckhoff & Bellman, vanilla extract, 10658.
E. Brady, lard, 259.
American Fruit Product Co., vinegar, 870.
August Feist, milk, 15886.
Edward Rhodes and wife, oleomargarine, a28.
Blackman & Stanton, C. C. F. S., 3747.
J. Brady & Sons, pork sausage, a171, a172.
Charles Pergola, vinegar, 10828.
William Hintz, vinegar, 455.
Albert H. Luhrs, vinegar, 489.
Anna Armuth, vinegar, 10452.
Fred Yaccarino, vinegar, 10470.
Joseph Petersen, milk, 17447.
Munnsville Milling Co., C. C. F. S., 3787.
W. N. Carpenter Co., C. C. F. S., 3209.
Marcius I. Fisher, lard compound, 15.
Donelson Grocer Co., stuffed mangoes, 162.
Henry Flach and Michael Trauscht, compound, 408.
Edward Kehn, pork sausage, a10.
Charles Honstetter, oleomargarine, a134.
Dennis D. Toomey, pork sausage, 1123.
Marchesini Bros., olive oil, 10405.
Ella Grynkievich, milk, 17445.

- Pike & Weingartner, oleomargarine, 22.
Henry J. Hopkins, cream, 16744.
William C. Hirt, mince meat, a16.
John Wells, unsanitary condition of stables.
Harriet M. Dibble, pork sausage, 889; hamburg steak, 890.
Fred Hoppe, oleomargarine, 6333.
Woods & Sprague, C. C. F. S., 3350.
Jacob Brzykcy, lard, A-601.
William M. Corbin, compound, 538.
John Henry Thiem, pork sausage, A-2, A-8.
Adolph De Wolf, pork sausage, 446.
Charles R. Ranzenbach, pork sausage, A-10.
J. De Gracomio & Bro., pork sausage, A-242; hamburg steak, A-243.
Gracomio Bros., pork sausage, A-246.
John H. Briggs, pork sausage, 373.
Ernest Filkens, pork sausage, 433.
Moresco's Restaurant, milk, 17645.
Ottman Bros., pork sausage, 141.
George H. Schake, pork sausage, 613.
F. D. Clossey, pork sausage, 612.
W. A. Webber, pork sausage, 624.
Fromm Bros., pork sausage, 628.
Joseph Badhorn, pork sausage, 625.
Philip Christman, pork sausage, 765.
Andersen's Restaurant, milk, 17497.
E. Charles Smith, lard compound, 394.
J. H. Bauer, cider vinegar, A-50.
Harold E. Hovey, lard compound, 417.
William O'Brien and Charles Kennedy, compound, 441.
Arthur W. Hovey, lard compound, 445.
John and Edward Seagert, lard compound, 405.
Marshall Campbell, lard compound, 413.
Martin Ault, bologna sausage, 169.
Peter W. Fitzsimmons, ground mustard, 642.
A. Van Horn, ground mustard, 648.
John W. Chase, ground mustard, 649.

The Great Western Oil Co., spirits of turpentine, A-614.
Allen Harwood Co., spirits of turpentine, A-615.
Nicklos Bermel, lard, a170.
T. L. Harris Co., lard compound, 401.
The Heim Milk Products Co., milk powder, 837.
Fred Fish and Harry Crawford, compound, 543.
E. S. Batcheller & Co., turpentine, 448.
Peter Spero, olive oil, 669.
Richard H. Irish, lard compound, 22.
William Watson & Son, lard compound, 415.
Ernest Eisenhardt, lard, 476.
Babcock, Hinds & Underwood, turpentine, 725.
George M. Harris, turpentine, 721.
Ezra L. Ostrum, turpentine, 673.
Arthur H. Gaige, turpentine, 710.
J. Hunting Cobb, turpentine, 715.
Arch B. Hoover, turpentine, 716.
The Barkman Drug Store, turpentine, 666.
Samuel Ruckel, turpentine, 701.
Harry M. Dixon, turpentine, 699.
Adams & Co., turpentine, 308.
J. L. Hubbard, turpentine, 922.
Inderlied & Raitt, turpentine, 752.
King W. Spencer, turpentine, 304.
Charles H. Loveland, turpentine, 677.
George A. Johnson, raw linseed oil, 279.
Morrillyon W. Sortore, 536.
Emery L. Jenks, lard, 402.
John Day & Son, spirits of turpentine, 316.
Dobbs Ferry Hospital, oleomargarine, 158.
John Schroeder, lard compound, 424.
Charles J. Cheney and John B. McKee, lard compound, 411.
Harlan C. Vanderhoef, compound, 539.
Melvin M. Montgomery and Wm. S. Talcott, lard compound, 1.
Banny Rosenblatt, cider vinegar, 22.
Willis H. Horning, lard compound, 428.
Hess Bros., sour pickles, 484.

Mrs. Mary Fitz, oleomargarine, 1066.
James L. Reynolds, C. F., 4708.
Albert Smith, milk, 16415.
F. Freipe, maple sugar, 6468.
Roy H. Colburn, lard compound, 548.
Frank Duffy, milk, A-346.
A. Frieland, milk, A-339.
Jewell & Young, cider vinegar, A-453.
The American Grocery Co., imitation lemon flavor.
C. H. Dillon, milk, A-1014.
W. Bookheim & Sons, pork sausage, 1158-1160.
T. E. Norton, pork sausage, 388.
John H. Adams, cream, 19192; milk, 19191.
John Fitzpatrick, Jr., vinegar, 4817.
Florence T. Donahue, renovated butter, 761.
M. Carroll, oysters, 1173.
F. E. Ludington & Co., oysters, 1199.
Albert McHarg, cider vinegar, 1001.
Louis J. Smith, oleomargarine, 23, 24, 26 and 27.
William Reid, milk, A-245.
Rochester Public Market, lard, 310-311.
John Orthman, gherkins, 501.
Andrew Badiolo, olive oil, 424.
William H. Siple, compound, 565.
Correll E. Cook, prepared mustard, A-301.
O. J. McDuff, lard compound, 394.
Leo R. Grover, lard, A-39.
Michael H. Sullivan, lard, A-20.
M. A. Coon, lard, A-23.
Charles A. Sherman, lard, A-30.
D. S. Tilden's Son & Son, lard, A-31.
J. Henzel, oysters, 1168.
Armon F. Gray, cream, 299.
John J. Lowry, compound, 159.
Walrath Bros., compound, 157.
Aaron Schlater, vinegar, 490.
Benjamin L. Manzer, bob veal, A-544.

- Pasquale Lemma, olive oil, 663.
Mathew A. Coon, vegetole, 27.
Charles R. Mason, lard, 431.
Atlantic & Pacific Tea Co., ground mustard, 655.
Eastern Estate Tea Co., ground mustard, 656.
T. A. Kaul, ground mustard, 658.
Union Pacific Tea Co., ground mustard, 640.
Ragus Tea & Coffee Co., ground mustard, 657.
William Eldridge, milk A-269, A-289.
W. H. Beebe, bob veal, 3811-3116.
Gilbert J. Wagg, lard, 1.
Nathan Messenger, vinegar, 324.
David Guntfest, vinegar, 10692.
David Solomon, vinegar, 10800.
Rosie Glassburg, vinegar, 10792.
Annie Phillips, vinegar, 10458.
Giovani & Raffaella Mossea, olive oil, 365.
Carl Kohler, milk, 20505.
Frank Tasso, lard, 450.
Borge Westergard & Co., prime Ost. cheese, 977.
Ole A. Bentsen, prime Ost. cheese, 981.
Thomas J. Hyland, C. F., 2057.
Salvatore Cossentino, lard, 359.
Samuel Fichner, lard, A-62.
Leonard Favolacci, lard, A-42.
Simon Putney, quarantine.
D. L. Ramsey & Son, C. F., 1168.
Frank Sellen, quarantine.
Frank Schwab, quarantine.
Star Tea Co., lemon flavor, 453.
Great Atlantic & Pacific Tea Co., ground mustard, 630.
Great Atlantic & Pacific Tea Co., ground mustard, 643.
Great Atlantic & Pacific Tea Co., ground mustard, 645.
George Bromley, oleomargarine, 316.
N. Persico & Bro., lard, 335.
Mrs. Fred E. Fanning, oleomargarine, A-1068.
C. V. Barse Co., spirits turpentine, 253.

Ray Hammersly, cream, 307.
Virginia Putnam, milk, A-429.
Frank J. Baker, vinegar, 423.
Peter Bosch, lard, 325.
Emma Weaver, quarantine.
A. Bassford, Jr., quarantine.
Dennis Dowd, oleomargarine, 940.
J. A. McBride, unpacking stock from outside State.
George Verderber, milk, 20548.
John C. Trotter, oleomargarine, 10684.
Nicolo Romano, lard, 389.
Thos. Roulston, lard compound, 967.
Mohican Co., frankfurt sausage, 514.
Michael Bisila, olive oil, A-44.
Henry Terry, wrongful use of milk bottles.
Wm. V. Corwin & Chas. Miller, milk, A-163.
Giovanni Ciccone, lard, 420.
Chas. Priest, quarantine.
Nicholas & Concetta Perrill, olive oil, 370.
Rebecca Schneider, lard, 347.
Nicola Celentano, olive oil, A-31.
Edward Mantz, unsanitary surroundings.
Cora Mathias, oleomargarine, 228.
George Berry & Gertrude Berry, oleomargarine, 229.
Daniel Mahoney Sons, boiled linseed oil, 91.
Sentarsiero & Telesca, olive oil, 10151, 10171-10184.
Clarence Miller, vinegar, 10478.
Mrs. Lucy Redding, oleomargarine, 330.
Mrs. Julia Stevens, oleomargarine, 327.
A. Fowler, bob veal, A-1767, A-1946, etc.
Mascott Bros., renovated butter.
Raffaello Amato, vanilla extract, 521.
Sam Katz & Co., compound lard, A-48.
Frank Gagliano, lard, 945.
Mrs. Leah Shapiro, milk, 18878.
John Seiss, milk, 20518.
Samuel Bluestein & Jacob Polrustock, oleomargarine, 10266.

CASES ON APPEAL.

The following cases on appeal were disposed of during the year 1911:

COURT OF APPEALS.

People v. Webster Bailey, milk, 16048. Appeal of the defendant from judgment in favor of the People dismissed.

People v. James Butler, Inc., vanilla, 1945. Appeal of the defendant from order of the Appellate Division reversing judgment in favor of defendant dismissed by this court.

People v. Albion Cider and Vinegar Company, Spencer as Trustee, etc., vinegar, 2299, etc. Judgment in favor of the People affirmed by this court.

APPELLATE DIVISION, FIRST DEPARTMENT.

People v. American Baking Company (William H. Hale), oleomargarine, 5782. Appealed by the plaintiff from a judgment of the Appellate Term, which reversed a judgment in favor of the plaintiff. Appellate Division affirmed judgment of Appellate Term.

APPELLATE DIVISION, SECOND DEPARTMENT.

People v. Lewis Mendelowitz, lard, 10461. Appealed by the plaintiff from a judgment in favor of the defendant. Appellate Division reversed judgment and ordered a new trial.

People v. Joseph Gueroid, olive oil, 479. Appealed by the plaintiff from a judgment in favor of the defendant. Appellate Division reversed judgment and ordered a new trial.

People v. Henry C. Fichten, oleomargarine, 6410. Appealed by the plaintiff from a judgment in favor of the defendant. Appellate Division reversed judgment and ordered a new trial.

People v. R. F. Stevens Co., unclean milk cans. Defendant appealed from judgment in favor of the People. Judgment affirmed by the Appellate Division.

APPELLATE DIVISION, THIRD DEPARTMENT.

People v. John Shields, quarantine. Appealed by the plaintiff from a judgment in favor of defendant. Appellate Division reversed judgment and ordered a new trial.

People v. Abramson & Fishhandler, milk station. Defendant appealed from judgment in favor of plaintiff. Judgment affirmed by Appellate Division.

APPELLATE DIVISION, FOURTH DEPARTMENT.

People v. Fred Bellinger, quarantine. Appeal by plaintiff from a judgment in favor of defendant. Appellate Division reversed judgment and ordered a new trial.

APPELLATE TERM, NEW YORK COUNTY.

People v. Peter Cooper's Fertilizer, C. F., 352. Defendant appealed from judgment in favor of plaintiff. Judgment affirmed.

People v. Peter Cooper's Fertilizer, C. F., 627. Plaintiff appealed from judgment in favor of defendant. Judgment affirmed.

People v. McDermott Milk and Cream Company, unclean milk bottles. Defendant appealed from four judgments in favor of plaintiff. Judgments affirmed.

People v. McDermott Dairy Company, milk, 17623-17624. Plaintiff appealed from judgment in favor of defendant. Appellate Term reversed judgment and ordered a new trial.

The following cases are pending in appellate courts:

COURT OF APPEALS.

People v. Abramson & Fishhandler, milk shipping station. Appeal by defendants from affirmance of judgment in favor of plaintiff by Appellate Division, Third Department.

People v. David Butler, milk, 11419. Appeal by defendant from affirmance of judgment in favor of plaintiff by Appellate Division, Fourth Department.

People v. Daniel B. Wooden, milk, 13330. Appeal by defendant from affirmance of judgment by Appellate Division, Fourth Department.

APPELLATE DIVISION, SECOND DEPARTMENT.

People v. James Butler, Inc., vanilla extract, 1945. Appealed by defendant from judgment in favor of plaintiff.

People v. Peter H. Van Kampen, oleomargarine, 6383. Appealed by defendant from judgment in favor of plaintiff.

APPELLATE DIVISION, THIRD DEPARTMENT.

People v. John J. Guiton and another, oleomargarine, 6108-6109. Appealed by plaintiff from judgment in favor of defendant.

APPELLATE DIVISION, FOURTH DEPARTMENT.

People v. Charles S. Moulton and Lewis Moulton, milk, 15621. Appealed by defendants from judgment in favor of plaintiff.

People v. B. L. Van Valkenburg, bob veal, 862, 863 and 864. Appealed by defendant from judgment in favor of plaintiff.

People v. Griffin & Walley, oleomargarine, 174. Appealed by defendant from judgment in favor of the People.

REPORT OF NEW YORK CITY BUREAU.

*December 31, 1911.*HON. THOMAS CARMODY, *Attorney-General, Albany, N. Y.:*

DEAR SIR.—I beg leave to submit the following report of the business transacted in your New York City Bureau for the year ending December 31, 1911:

On February 6, 1911, this Bureau was placed in charge of Special Franchise Tax litigation affecting New York city, and on July 1, 1911, the legal business of four State hospitals, viz.: Manhattan, Kings Park, Central Islip and Long Island, was transferred to this office.

Besides the increase of business from these two new sources, the regular work of the bureau has increased in a marked degree in nearly every department of the work.

The following is a summary statement of the business transacted:

I. CERTIORARI PROCEEDINGS TO REVIEW SPECIAL FRANCHISE TAX ASSESSMENTS AFFECTING NEW YORK CITY.

These proceedings are instituted by the issue of a writ out of the Supreme Court, directed to the State Board of Tax Commissioners, to review assessments made by the Board of Special Franchises, operated in the five boroughs of the city of New York. The Attorney-General appears as attorney for the State board in these cases.

Number of cases during year ending December 31, 1911.....	345
Assessments involved.....	\$1,664,086,888 00
Number of cases finally disposed of in 1911 by litigation or adjustment.....	82
Assessments involved	\$437,954,724 00
Taxes and interest (estimated) paid on same to New York City.....	\$7,010,339 57

II. LEGAL WORK AS COUNSEL TO STATE COMMISSION IN LUNACY IN THE MATTER OF FOUR HOSPITALS, VIZ., MANHATTAN, KINGS PARK, CENTRAL ISLIP AND LONG ISLAND.

Number of cases.....	307
Costs and disbursements collected.....	\$1,541 92
Amount collected for maintenance.....	\$8,017 73
Applications for release of patients, pursuant to section 94, Insanity Law.....	6
Writs of habeas corpus.....	8

III. AGRICULTURAL LAW, Prosecutions of Violations of, Appeals.

Number of cases.....	16
Briefed and argued.....	12

IV. BANKING DEPARTMENT MATTERS, under section 19 of the Banking Law.

Number of cases.....	7
----------------------	---

V. CORPORATIONS, Dissolution of, under Article 9 of the Gen- eral Corporation Law, Receivers' Accounts, Removal and Dis- charge of Receivers, etc., Articles 10a, 11 and 12 of the General Corporation Law.

Number of cases.....	65
----------------------	----

VI. DETECTIVES.

(a) Revocation of License of, under sections 70 to 75 of the General Business Law.

Number of cases.....	4
----------------------	---

(b) Criminal prosecution of, under sections 70 to 74 of the General Business Law..... 3 |

VII. ESCHEATED LANDS, Actions and Proceedings relating to, under Article 5 of the Public Land Law.

Number of cases.....	10
----------------------	----

VIII. ELECTIONS, Prosecution of Violations of Penal Law.

Number of cases.....	134
----------------------	-----

IX. HABEAS CORPUS WRITS.

Number of cases.....	6
----------------------	---

X. Hearings on petitions filed with the Attorney-General for the dissolution of corporations, under section 102 of the General Corporation Law, to remove directors, etc., under section 90 of

said law, to vacate letters patent containing grants of land under water, pursuant to section 1957 of the Code of Civil Procedure, to maintain an action against a firm claimed to have usurped a franchise or public office under section 1948 of the Code of Civil Procedure, etc., etc., in which it is customary to take testimony, hear all arguments, consider briefs and make reports with recommendations to the Attorney-General.

Number of cases..... 20

XI. INSURANCE LAW.

(a) Proceedings to liquidate, pursuant to section 63 of the Insurance Law.

Number of cases..... 7

(b) Proceedings to conduct, pursuant to section 63 of the Insurance Law.

Number of cases..... 2

XII. MANDAMUS, WRITS OF.

Number of cases..... 15

XIII. MILK BOTTLES, Prosecutions of Manufacturers of, under sections 5a and 5b of the General Business Law.

Number of cases..... 4

XIV. PARTITION, Foreclosure of Mortgages, Foreclosure of Tax Liens, in which the People of the State are parties.

Number of cases..... 76

XV. PRIVATE BANKERS, Prosecution and Dissolution of express companies organized to evade chapter 348 of the Laws of 1910.

Number of cases..... 17

Dissolved by final judgment..... 4

Discontinued on proof of voluntary dissolution..... 4

Application denied 1

Discontinued for insufficient evidence, etc..... 3

Consent to entry of judgment for dissolution..... 2

Perpetual injunction restraining doing banking business 1

Pending 2

The New York city bureau of the State Commissioner of Labor has reported to this bureau that the prosecutions above referred to have exterminated “ fake ” express companies doing a banking business in New York city.

XVI. QUO WARRANTO ACTIONS, under section 1948 of the Code of Civil Procedure.

Number of cases..... 2

XVII. REGISTRATION OF TITLE TO REAL PROPERTY, pursuant to Article 12 of the Real Property Law, so called Torrens Law Cases.

Number of cases..... 22

XVIII. STOCK TRANSFER TAX. Actions to recover taxes and penalties on transfers of stocks, pursuant to Article 12, chapter 60 of the Consolidated Laws.

Number of cases..... 25

Amount collected \$1,628 12

Amount in judgment uncollected..... \$2,725 16

XIX. TRANSFER OF COURT FUNDS from Trust Companies and other depositories to City Chamberlain on application of State Comptroller, under section 744a of the Code of Civil Procedure.

Number of cases..... 7

XX. STATE TREASURER, Withdrawal of Moneys on Deposit with, pursuant to section 2747 of the Code of Civil Procedure.

Number of cases..... 20

XXI. SURROGATES’ PROCEEDINGS, including Charitable Trusts.

Number of cases..... 106

XXII. MISCELLANEOUS and Unclassified Cases.

Number of cases..... 36

New York, Dec. 31. 1911.

Respectfully submitted,

WILLIAM A. McQUAID,

Deputy Attorney-General in charge.

REPORT OF CONSERVATION COMMISSION BUREAU.

December 31, 1911.

HON. THOMAS CARMODY, *Attorney-General, Albany, N. Y.*:

DEAR SIR.— Under the provisions of section 9 of chapter 647 of the Laws of 1911, which became operative July 12, 1911, the duties of the Legal Department, heretofore a bureau of the Forest, Fish and Game Commission, were vested in the Attorney-General whose duty it is, when requested by the Conservation Commission, to conduct all prosecutions for penalties imposed by the Forest, Fish and Game Law, or by the act creating the Conservation Commission and to bring all actions, suits or other proceedings which the commission shall be authorized to institute and maintain and to defend all actions, suits or proceedings brought against the commission.

Just prior to the first of October, 1911, I was appointed a Deputy Attorney-General in charge of this bureau, and as such, respectfully submit a report of the Forest, Fish and Game Commission and of the Conservation Bureau from December 31, 1910, to date.

At the time of taking over the unfinished work of the Legal Department of the Forest, Fish and Game Commission, there appeared upon the records many cases which had been begun and were in the course of litigation as well as many orders to commence actions, all of which are accounted for as disposed of or still pending at the date of this report.

A brief summary of the actions commenced prior to December 31, 1910, and which were still pending on that date is as follows:
Total number of actions..... 186

On January 1, 1911, the following violations had been reported to this bureau and were then pending:

For fire violations.....	37
For top-logging violations.....	61
For fish and game violations.....	90

For trespass	148
For ejectment	75
	<hr/>
Total	411
	<hr/> <hr/>

There were reported during the year 1911 the following violations:

For fire violations	37
For top-logging violations	61
For fish and game violations	130
For trespass	61
	<hr/>
Total	281
	<hr/> <hr/>

Of the violations pending and reported, there were settled without action the following:

For fire violations	24
For top-logging violations	78
For fish and game violations	96
For trespass	49
	<hr/>
Total	247
	<hr/> <hr/>

During the year 1911 there were commenced and pending the following actions:

For fire violations	17
For top-logging violations	18
For fish and game violations	98
For trespass	57
For ejectment	75
	<hr/>
Total	265
	<hr/> <hr/>

The following actions were disposed of during the year 1911:

For fire violations	12
For top-logging violations	13

For fish and game violations.....	53
For trespass	27
For ejectment	5
	<hr/>
Total	110
	<hr/> <hr/>

There are still pending of the actions which had been commenced prior to December 31, 1910, and were commenced during the year 1911, the following:

For fire violations.....	5
For top-logging violations.....	5
For fish and game violations.....	45
For trespass	30
For ejectment	70
	<hr/>
Total	155
	<hr/> <hr/>

Actions pending January 1, 1911.....	186
Actions settled during year 1911.....	57
Actions still pending.....	<hr/> 129
Actions commenced during year ending December 31, 1911.....	79
Actions settled during year 1911.....	53
Actions still pending.....	<hr/> 26
	<hr/>
Total number of actions pending.....	155
	<hr/> <hr/>

During the year 1911, this bureau has collected and accounted for the following sums:

For fire violations.....	\$1,465 45
For top-logging violations.....	3,123 80
For fish and game violations.....	6,412 59
For trespass	14,891 25
	<hr/>
Total	\$25,893 09
	<hr/> <hr/>

There remains due and uncollected on judgments recovered the following:

For fire violations.....	\$410 50
For top-logging violations.....	167 00
For fish and game violations.....	101 00
For trespass	9,916 20
<hr/>	
Total	\$10,494 70
<hr/> <hr/>	

It might be well to refer to the fact that of the number of cases which are reported as pending, sixty-three (63) of the same are actions in ejectment involving land in two adjacent townships, namely: Townships 15 and 32 of Totten and Crossfield's Purchase and growing out of one transaction or purchase by the State from the Indian River Company, and have been pending for several years, and it is anticipated that an early disposition will be made of all these cases.

During the year 1911 many important litigations have been conducted by this bureau and particularly actions involving the title to lands in the forest preserve which were claimed by the State as never having been patented and to which others asserted title adversely and were being denuded of the valuable timber growing thereon, the result of which litigation is still pending and will be the subject of consideration during the coming year.

Action against the New York Central and Hudson River Railroad Company and the Delaware and Hudson Company, growing out of the forest fires of 1908, still remain undisposed of although one feature of the cases against the New York Central has been decided adversely to the State by the Appellate Division, namely; that of the right of the State to recover under the statute as it then existed for penalties for the removal of trees by fire alleged to have been caused by the railroad company.

A number of important decisions have been rendered during the year in favor of the State, notably in actions involving the title to lands. One particular case involving the right of the State to recover penalties for a violation of the provisions of section 228 of chapter 20 of the Laws of 1900, which action was against the Long Island Railroad Company, and a judgment was rendered

against that company for \$32,789.50, which judgment was sustained by the Appellate Division. This action was vigorously prosecuted in behalf of the People by Mr. Charles M. Stafford of New York, and establishes a precedent in actions of this nature.

The State was successful in the long and vigorous contest of the action brought by the People against the Brooklyn Cooperage Company, which litigation grew out of contracts entered into between that company and the trustees of Cornell University and involved the State's interest in a large quantity of timber land in the Forest Preserve.

This bureau, during the year prior to October 1, 1911, rendered many important opinions upon sections of the statute relating to forest, fish and game, all of which involved considerable work and which, in the main, have been sustained by the courts in litigations growing out of violations brought to the attention of the commission.

It might be interesting to add that in one action brought during the year 1911 against the Union Bag and Paper Company for penalties incurred by cutting trees upon land within the Forest Preserve, that company paid, after suit was brought, the sum of \$10,000 in settlement of the State's claim, and executed to the State a deed of certain lands as a part of the consideration for the discontinuance of the action brought against it. In justice to the defendant I might add that the alleged trespass was committed on the assumption that it had certain rights acquired through agreement which was not of record when the State acquired title to the land upon which the trespass occurred.

I desire to acknowledge the valuable assistance which has been afforded this bureau by the Forest, Fish and Game Commission and the Conservation Commission and the various heads of the departments, and particularly the counsel to the Conservation Commission, and also the efficient and valuable assistance given by those who have been associated with me in the work of this bureau.

Respectfully submitted,

JOHN T. NORTON,

Deputy Attorney-General.

DECISIONS OF THE ATTORNEY-GENERAL IN APPLI-
CATIONS TO COMMENCE ACTIONS IN THE NAME
OF THE PEOPLE.

- Jan. 6. Application of Frank Relyea for action to determine the title to office of chief of fire department of the city of Ithaca. (Application denied.)
- Jan. 7. Application of C. F. Henderson to commence action against the Title Guarantee and Trust Co. (Action to collect penalties. Application denied.)
- Jan. 10. Application of John T. Johnson for action to dissolve the Art Metal Goods Manufacturing Co. No appearance by corporation on preliminary hearing. (Action deferred for sixty days upon the application and petitioner then brought action involving the people.)
- Jan. 24. Application of John Rackoff against Chebra Anshei Barisow Umink, a religious corporation, for the sequestration of its assets. (Application denied.)
- Jan. 26. Application of Ignatz Spanierband, et al., for action against Jacob Armband, et al., to commence *quo warranto* proceedings against certain officers of Erste Radziechower Unterstuzungs Verein. (Application granted.)
- Jan. 30. Application of Henry Crafts to dissolve Crafts & D'Mora Company. (Application denied.)
- Feb. 10. Application of Thomas C. Sawyer to test the title of Alfred F. Hodgman to the office of health officer of the city of Auburn. (Application granted.)
- Feb. 20. Application of William C. Hunt to bring an action against the Fayetteville & Syracuse Railroad and Turnpike Company to vacate its charter. (Application granted.)
- Feb. 23. Application of George F. Martin for the dissolution of Franklin Feed Stores. (Application withdrawn.)

- April 6. Application of William Manis to test title to office of director in the Atlantic Terra Cotta Company. (Application denied.)
- April 12. Application of Nathan Turkenitch on behalf of himself and other creditors for dissolution of Levine, Turkenitch and Levine. (Application withdrawn.)
- April 20. Application of James B. Dowd to test the title to office of director in the Bay Ridge Hospital, Dispensary and Training School for Nurses. (Application granted.)
- May 23. Application of the city of New York to annul letters patent issued to Israel J. Merritt at Whitestone. (Petition withdrawn.)
- May 27. Application of Lydia E. Furnstenberger for a dissolution of the Sesrun Society. (Application withdrawn.)
- June 7. Application of Louis C. Boxill for dissolution of New York Premium Supply Company. (Application withdrawn.)
- June 22. Application of Catherine S. Wood to bring action to dissolve New York Finance Company. (Pending. Matter may be brought on by either on ten days' notice.)
- July 5. Application of Fred R. Badger to commence an action against Robert H. Weir and George Witherell to test title to office of supervisor of the town of Burke, Franklin county. (Application granted.)
- Aug. 31. Application of Mary Wood for dissolution of Catherine Realty Company. (Application denied.)
- Sept. 6. Application of George D. Squires, et al. v. A. P. Hand, et al., to test title to office of trustee of town of Southampton. (Application granted.)
- Sept. 8. Application of John B. Adams for dissolution of Empire State Paper Bottle Co. (Application denied.)
- Sept. 19. Application of Jeremiah F. Stapleton for dissolution of Nassau Grain Co. (Application withdrawn.)

- Sept. 20. Application of Luigi Bangi for action against People's Wet Wash Laundry, to compel them to account. (Application denied.)
- Oct. 13. Application of Bridget Wenkanbach for leave to bring action to annul grant of land under waters of Port Chester creek made by the State of New York to Philip Becker. (Application granted.)
- Oct. 16. Application of Theodore H. Swift, et al., to determine the constitutionality of chapter 856, Laws of 1911, and determine the title to the offices of the judges of the Court of Claims or Board of Claims of the State of New York. (Application granted.)
- Oct. 25. Application of Meta A. Kennedy for release of lands escheated to the State of New York. (Proceedings adjourned *sine die* on motion of attorney for petitioner subject to being brought on upon ten days' notice by any party to the proceeding.)
- Dec. 17. Application of D. C. Weeks & Son, et al., to commence action against the Greater New York Brick Company, et al., on the ground that it is in restraint of trade. (Pending.)
- Dec. 20. Application of Franz Fohr for dissolution of Peerless Cork & Seal Co. (Pending.)

OPINIONS OF THE ATTORNEY-GENERAL TO THE
COMMISSIONERS OF THE LAND OFFICE, 1911.

STATE OF NEW YORK.

ATTORNEY-GENERAL'S OFFICE,

ALBANY, *January 3, 1911.*

BEFORE THE COMMISSIONERS OF THE LAND OFFICE.

In the Matter of the Application of the UNITED STATES OF AMERICA for quit-claim letters patent to Great and Little Mill Rocks and the dyke connecting them, located in the East river opposite 93d to 97th streets, borough of Manhattan, New York city; and also for letters patent to lands under water adjacent to said rocks and dyke.

To the Commissioners of the Land Office:

Gentlemen.— This application is for certain island uplands in the East river at Hell Gate, opposite 93d to 97th streets, claimed to have been occupied by the United States for a period of years; but its title to which appears to be questioned and is the subject of litigation in the courts between the United States and certain individuals also claiming title thereto, still finally undetermined.

It also applies for lands under waters surrounding the said islands, which lands under water have already been granted by the Land Board. (See grants to Wm. T. Byrnes, made in 1885, recorded Liber 42 Patents, page 579.) It is now claimed by the United States that Byrnes was not at that time the owner of the adjacent islands and also that the grant was made upon certain conditions, which have never been fulfilled, and that the grant is subject to ratification by the State.

The Land Board has no power under the Public Lands Law to make a grant of land under water except to the owner of the adjacent uplands, and then only after due advertisement of the

notice of application. The relief sought can only be had from the State Legislature. Chapters 375, Laws of 1894; 265, Laws of 1900; 541, Laws of 1901; 18, Laws of 1903, and 164, Laws of 1908, are illustrations of numerous similar cases where the United States has invoked the power of the State to give the Land Board jurisdiction to make grants of lands under water. It would seem, however, that the proper course for the Federal Government to pursue would be to proceed under the provisions of section 51 of the State Law, as amended by chapter 109 of the Laws of 1910 for the condemnation of lands for government purposes, in the Supreme Court or the United States Circuit Court, as therein provided, in which action there could be brought in as defendants, all persons claiming any estate, interest or easement in the premises, including the interest of the People of the State of New York; and in such an action the respective rights of the various parties could be heard and finally determined.

In my opinion this present application should be denied.

Respectfully submitted,

THOMAS CARMODY,
Attorney-General.

STATE OF NEW YORK.

ATTORNEY-GENERAL'S OFFICE,

ALBANY, *January 5, 1911.*

BEFORE THE COMMISSIONERS OF THE LAND OFFICE.

<p>In the Matter of the Application of C. H. VAN ORDEN, acting for F. N. DuBois of Catskill, N. Y., for the refund of certain moneys paid by Mr. DuBois on August 23, 1901, for let- ters patent to lands under waters of Catskill creek in Greene county.</p>	}
--	---

To the Commissioners of the Land Office:

Gentlemen.—This is an application made under section 6 of the Public Lands Law for the refunding to F. N. DuBois of certain moneys paid by him on August 23, 1901, for letters patent

to lands under waters of Catskill creek, containing 18½ acres, which patent is recorded in the Secretary of State's office in Liber 51 of Patents at page 31. This patent was for restricted beneficial enjoyment and provided for the making of certain public improvements upon the lands granted within five years from the date of the patent. The applicant shows that the greater part of the lands embraced in said patent were granted to John DuBois on August 8, 1814, under a full beneficial enjoyment grant in fee simple. This patent was recorded in Book 28 of Patents, page 338, and comprises also other lands not embraced in the subsequent patent to F. N. DuBois.

The applicant claims that John DuBois was the grandfather of F. N. DuBois and that the title to the lands under water, granted to John DuBois and most of the uplands in connection therewith, had passed into F. N. DuBois, and that the fact of this former grant was not known to him at the time of his application made in 1901, in which Mr. C. H. Van Orden also acted at that time for F. N. DuBois.

On August 23, 1901, there was paid into the State Treasury, by the applicant for said water grant, the sum of \$1,017.50, together with expenses of appraisal and patent fee.

The section of the Public Lands Law, under which the applicant claims the refund, reads as follows:

“Sec. 6. Refunding purchase-money on failure of title. Whenever the title of the state to lands granted under its authority fails, and a legal claim for compensation on account of such failure is preferred by any person entitled thereto, the commissioners of the land office shall direct the payment of the original purchase-moneys which may have been paid to the state by such person, with interest at the rate of six per centum from the time of such payment, to be paid out of the treasury on the warrant of the comptroller.”

There are two objections to the allowance of this claim for refunding:

First. The Constitution provides, by section 6 of article 7, that “neither the legislature, canal board, nor any person or persons acting in behalf of the state, shall audit, allow or pay any claim which, as between citizens of the state, would be barred by lapse of time.” In *Gates v. The State*, 128 N. Y. 221, it was

held that the Legislature could not confer a power on a State board to allow a claim barred by the Statute of Limitations. A similar question arose in *People ex rel. Suydam v. Morgan*, 45 A. D. 19, where this principle was upheld. "The plain purpose," said the court, "of this constitutional provision was to place the citizen, with reference to any claim he may have against the State, in the same position in which he would be were the claim against a fellow-citizen. In short, it makes the Statute of Limitations available to the State to the same extent that it is available between citizens. And any citizen who would claim from the State that his purchase money be refunded, because the title given him has failed, must exercise the same diligence to recover it that he would have to use if he made the same claim against a citizen."

This claim for a refunding cannot be construed to be a claim for breach of a covenant of warranty, because no such covenant was contained in the patent. The claimant's remedy is either one which could be enforced upon an implied contract obligation or liability, for money had and received, or to recover upon a statutory liability, wherein the code provides, by section 382, that the action must be brought within six years. Therefore, no legal claim for compensation exists.

Second. The title granted by the patent of 1901 has not been shown to have failed. For aught that appears, the letters patent, granted in 1814, may not have vested in the patentee the absolute title, which the patent in form purports to grant.

In a report by Secretary of State John T. McDonough to the Commissioners of the Land Office on December 7, 1899, (see proceedings of Commissioners of the Land Office for 1899, pages 187 to 195), the question was raised as to whether even the Legislature had power to authorize the alienation of the lands under waters of the State for a private or speculative purpose, and whether such lands might be granted by the Land Board in fee simple. In this report the Secretary of State calls attention to decisions of the courts to the effect that the property of the State, in lands under tidal waters, was held in trust for the public and was not private property which could be alienated except for some public purpose, or for some reasonable use, which could fairly be said to be for the public benefit. It may, therefore, well be that even if F. N. DuBois had succeeded, as he states, to the

title of John DuBois, that the patent of 1901 confirms a questionable title.

The title, however, of F. N. DuBois has not failed. To use the language of the court in *People ex rel. Harris v. Commissioners of the Land Office*, 149 N. Y. 26, where the court upheld the action of the commissioners in denying a refund under analagous circumstances, the applicant attacks his own title. "His position has not been disturbed so far as appears. No one seems to have questioned his title except himself. He is in no position to recover from a grantor conveying with the usual covenants of warranty. He has lost nothing as yet. For aught that appears he can always remain in the undisturbed enjoyment of the lands. If anyone has ever demanded possession or made a claim on account" of property "taken from the premises, the record before us does not disclose it."

In my opinion the application should be denied.

Respectfully submitted,

THOMAS CARMODY,

Attorney-General.

STATE OF NEW YORK.

ATTORNEY-GENERAL'S OFFICE,

ALBANY, *January 19, 1911.*

BEFORE THE COMMISSIONERS OF THE LAND OFFICE.

In the Matter of the Application of GEORGE N. WILLIAMS, JR., for an extension of time within which to comply with the conditions contained in letters patent, dated June 17, 1908, to certain lands under waters of the East river in Queens county, made to B. A. and George N. Williams (Inc.).

To the Commissioners of the Land Office:

Gentlemen.—This applicant produces the original letters patent to B. A. and G. N. Williams and deed from said company to

himself, dated June 4, 1909, and recorded in Queens county clerk's office June 7, 1909, Liber 1628, page 174, of Conveyances; also a map of the premises and a policy of title insurance, and shows that the time within which to comply with the conditions of the letters patent will expire on April 1, 1913. He states that owing to the panic of 1907 his capital has been so tied up that he was unable to make the improvements required to be made by the said letters patent, and in addition thereto, the city of New York has commenced a proceeding to condemn a part of said property for the purpose of extending Halsey street to the river and that the petitioner is opposing such proceeding and until a final determination therein, is not in a position to commence the erection of docks or other improvements.

This application is clearly premature and should not be granted at this time as the patentee has until March 31, 1913, to comply with the conditions of said grant.

Respectfully submitted,

THOMAS CARMODY,
Attorney-General.

STATE OF NEW YORK.

ATTORNEY-GENERAL'S OFFICE,

ALBANY, *March 27, 1911.*

BEFORE THE COMMISSIONERS OF THE LAND OFFICE.

In the Matter of the Application of the NEW YORK DOCK COMPANY for an extension of time within which to comply with the conditions of letters patent to seventeen and six hundred fifty-five one-thousandths acres of land under the waters of the East river in the borough of Manhattan, New York city, extending along the Brooklyn water front.

To the Commissioners of the Land Office:

Gentlemen.— On April 1, 1902, grants were made to the New York Dock Company of lands under water adjacent to their up-

lands lying on the easterly shore of the East river in the borough of Brooklyn, extending from Fulton street to Hamilton Ferry out to the pierhead line of 1900. One of the five grants so made was for seventeen and six hundred fifty-five one-thousandths acres at an appraisal of \$42,372 for restricted beneficial enjoyment. (See Land Board Minutes for 1902, pages 63-64.) This grant was made upon the usual conditions and that improvements referred to therein should be made within five years.

On April 25, 1907, the New York Dock Company having applied for an extension of time within which to comply with the conditions contained in four of the said letters patent, including the one above particularly described, it was ordered that upon surrender or cancellation of the patents issued to said company April 1, 1902, above referred to, and upon payment of \$50 on account of grant in each case and \$5 patent fee for each parcel, that new letters patent issue to said company in the same form as those surrendered, and the time within which to comply with conditions to be limited to three years in each case. Subsequently, and at a meeting of the Land Board, held November 14, 1907, the Commissioner of Docks and Ferries of the city of New York filed with the Commissioners of the Land Office his certificate under section 86 of the charter of the city of New York to the effect that the granting of the same would conflict with the rights of the city of New York under the Greater New York charter, as amended, and be otherwise injurious to the public health of the city unless the following terms and conditions be inserted in said grant:

“The grantee shall, in case the grant is made, for the purposes of commerce, furnish access to the dock or docks erected on the lands under water granted, by means of a public highway, and, therefore, the Commissioner of Docks of the city of New York respectfully recommends that such terms and conditions, if so recommended, be inserted in said grant.”

The Land Board having non-concurred in the recommendation of the Commissioner of Docks and Ferries, and the applicant having surrendered for cancellation his original patents of 1892, and having paid into the treasury of the State \$50 on account

of the grant in each case, and also \$5 patent fee for each parcel, it was thereupon ordered that new letters patent issue to said company in the same form as those surrendered; the time within which to comply with the conditions to be limited to three years in each case. (See Land Board Minutes for 1907, pages 163 to 166 and 173). Letters patent were accordingly issued on November 14, 1907, providing that unless the improvements specified are completed within three years from the date of these patents, this grant shall cease and determine and become null and void.

On November 14, 1910, the New York Dock Company filed its application to this board for a further extension of time to construct the improvements referred to in the original letters patent, and, on March 24, 1910, the applicant filed an amended application for extension of time to comply with conditions of grant of November 14, 1907, omitting all reference to the 1902 grant.

By section 75 of the Public Lands Law, the Land Board is authorized to grant lands under water to riparian owners, in perpetuity "or otherwise." Section 14 of the Public Lands Law, being chapter 46 of the Consolidated Laws, provides that the Commissioners of the Land Office may, unless otherwise provided, fix a reasonable time, not less than one year, for the performance of conditions by the grantees of lands directed to be sold upon the performance of the conditions, and further provides "when the time within which any condition contained in any grant of land is fixed by the terms of the grant, the Commissioners of the Land Office may, for good cause shown before the expiration of such time, extend the time within which such condition is to be performed, but not exceeding three years."

Section 76 of the Public Lands Law provides that "every applicant for a grant of land under water shall, previous to his application, cause notice thereof to be published at least once a week for six weeks successively, in a newspaper printed in the county in which the land so intended to be applied for is situated, and a copy of such notice to be posted for the same period upon the door of the court house of such county, and, if there be no court house in such county, at such place as the commissioners direct."

Section 14, above referred to (except that portion quoted), was taken from First Revised Statutes, sections 58, 59 and 60, title 5, chapter 9, part 1, having reference only to unappropriated State lands and not at all to lands under water.

The sentence quoted, authorizing extension of time within which to comply with conditions, was new matter first inserted in the revision of the law by chapter 317, Laws of 1894, the Public Lands Law. For many years past, and as early as 1885, resolutions were passed by the Land Board, without express legislative authority, extending the time of patentees of water grants to comply with conditions, but apparently it was not until after the act of 1894 that new letters patent therefor were actually issued, the older method being to furnish the patentee merely with a certified copy of the resolution of extension. It is very doubtful whether section 14, or any part of the section, was intended to have any application whatever to *lands under water*, and, even if it were so intended, it is questionable whether letters patent for an extended period can lawfully be granted without publication and posting of the statutory notice required by section 76.

Assuming, however, that the Land Board has the power, under section 14, to extend the time to comply with conditions in water grants, only one such extension for period not exceeding three years is contemplated by the statute. The patent of 1907 to the New York Dock Company was made without advertisement of notice under section 76 and, therefore, must be construed to be merely an extension and not an original grant.

I am, therefore, of the opinion that your honorable board has no power to grant the second extension now asked for, except after a new application, as provided by sections 75 and 76 of the Public Lands Law. Should such new application be made, I am further of the opinion that the Land Board may properly waive its customary rules, except those in relation to publication and posting of the statutory notice of the applications required by section 76, and also of proof of service of a copy of such notice upon the local authorities, referring to the original application papers for other facts. Your honorable board may take into consideration, in fixing the price to be paid by the applicant for

a new grant, the amount of money he has already paid for patents of said premises.

Respectfully submitted,

THOMAS CARMODY,

Attorney-General.

STATE OF NEW YORK.

ATTORNEY-GENERAL'S OFFICE,

ALBANY, *March 28, 1911.*

BEFORE THE COMMISSIONERS OF THE LAND OFFICE.

In the Matter of the Application of the heirs
and devisees of JOHN GREEN for a grant of
certain lands within the abandoned portion
of Hampshire street, in the city of Buffalo,
at Hoyt and Ferry streets.

To the Commissioners of the Land Office:

Gentlemen.—The above entitled application, having been referred to me for my examination and report, I beg to report thereon as follows:

The petitioners herein desire a grant from the State of certain lands within the boundaries of the abandoned portion of Hampshire street, adjoining Hoyt and Ferry streets, in the city of Buffalo. An examination of the records of the Secretary of State's office discloses the fact that the lands in question were a portion of the Niagara Mile Strip, which was reserved to the State in the treaty with Massachusetts, in 1786, and that subsequently Hampshire street was laid out by the Surveyor General, upon a map of the Village of Black Rock, made in the year 1835, and filed in the Secretary of State's office.

The particular lands described in the petition apparently are in that portion of Hampshire street, which adjoins the Ferry lot on the north, block 189 on the east, block 190 on the south, and block 232 on the west. The Ferry lot was granted to Peter D.

Porter by the Commissioners of the Land Office on March 18, 1815, in pursuance of an act of the Legislature passed March 3, 1815. This patent is recorded in Book 26 of Patents, page 414. The Ferry lot is described therein as bounded north by block 107 of blocks laid out along the Niagara river; south by a line parallel with the south bounds of block 107, at a distance of twelve chains and forty links therefrom; west by the Niagara river, and east by lands of the Holland Land Company, containing one hundred acres.

Block 190 was patented August 11, 1819, to Robert Troup, in trust for the devisees under and for the uses declared in the last will and testament of the late Sir Lowther Johnstone, Baronet, deceased, as the said parcel of lands was surveyed and laid down on a map of the village, filed in the Secretary of State's office. (See 27 Patents, page 290).

Block 232 was patented January 31, 1848, to Harry Thompson (Book 36 Patents, 103), as the said block has been surveyed and is designated on a map of said village filed in the Secretary of State's office.

Block 189 was patented February 3, 1851, to Lester Brace (Book 36 Patents, 490), as said block was laid out and designated in the field book and map thereof on file in the Secretary of State's office.

In the case of *Gere v. McChesney* (84 A. D., 39), where the State had made a grant of a portion of an abandoned street in the city of Syracuse to William B. Gere, in the year 1896, and the lands in question were claimed by one McChesney under a prior grant of lots abutting on this street, it was held by the court that the prior grant of the adjacent lots conveyed to the patentees to the centre of the street, subject only to the rights of the public over the street, and that the letters patent of 1896 to Mr. Gere were void, as the State had no title. A similar decision was arrived at in the Third Department in the case of *Paige v. Schenectady Railway Co.* (77 A. D., 571) and, accordingly, the Land Board was obliged to refund to Mr. Gere the money which he had paid to the State for said patent, together with interest at six per cent. on failure of the State's title, in the year 1904.

A similar refund was made also in the case of John Regan, of Syracuse, at the same time. (See Minutes of the Commissioners of the Land Office of 1904, pages 8 to 14).

Under these circumstances I cannot advise the Land Board to act favorably upon this application, and the same should, in my opinion, be denied.

Respectfully submitted,

THOMAS CARMODY,
Attorney-General.

STATE OF NEW YORK.

ATTORNEY-GENERAL'S OFFICE,

ALBANY, *March 30, 1911.*

BEFORE THE COMMISSIONERS OF THE LAND OFFICE.

In the Matter of the Application of the TERRA-MARINE COMPANY for a grant of land under the waters of Raritan Bay in the borough of Richmond, New York city.

To the Commissioners of the Land Office:

Gentlemen.—The above entitled matter having been referred to me to report as to whether or not letters patent should issue to the receiver of said company, I have the honor to report:

That by an order of the United States District Court for the Eastern District of New York, in the matter of the Terra-Marine Company, bankrupt, Daniel H. Hanckel was appointed receiver of said company on September 8, 1910. His appointment appears to have been that of a temporary receiver upon a petition in bankruptcy against said company. It does not appear that the corporation has been dissolved.

The United States Bankruptcy Act of 1898 expressly authorizes bankruptcy courts to appoint receivers to take charge of and preserve the property of bankrupts after the filing of the petition

and until it is dismissed or the trustees qualify, if they find it absolutely necessary for the preservation of the estate. It has been held that the title of trustee in the bankrupt's estate only vests from the time of the adjudication.

The object of the appointment of a receiver is generally to preserve the property of a bankrupt so as to prevent its deterioration or waste. His powers are statutory and can only be exercised as prescribed in the act. The bankruptcy courts may authorize a receiver so appointed to conduct the business of bankrupts for limited periods, if necessary, for the best interests of the estates.

When a receiver is required not only to preserve the property, but also for the purpose of carrying on or superintending a trade or business, he is sometimes called a receiver or receiver and manager. A receiver has no right to carry on and conduct the business unless he is authorized or directed by the court to do so, and such authority is not derived from the order of appointment to take and preserve the property. It is not a function of a court of equity to carry on the business, and it will not usually appoint a receiver to permanently continue such operations. It has the power, however, in the exercise of a wise discretion to direct a continuance of a business and to authorize its receiver to make expenditures and contract debts, in that connection, when such a course seems necessary to preserve the property and to secure a more advantageous disposition of it.

In *Attorney-General v. North American Life Insurance Co.*, 89 N. Y. 107, the court declared certain investments made by the receiver without the order of court as "wrong and a violation of duty. The statute only authorizes the receiver to collect and pay. It gives no command to invest. Where no directions are given by the court, it is his duty simply to keep and protect the trust fund and hold it ready for distribution. If parties interested desire it to be invested, they may apply to the court for such an order, and, although they neglect to do so, a loan by the receiver, even temporarily, is a breach of trust. (*Utica Insurance Co. v. Lynch*, 11 Paige 522). He takes the fund strictly subject to the orders of the court and to be disposed of by its direction. (*High on Receivers*, §§ 177-178)."

The grant of lands under water, applied for by the Terra-Marine Company, is an irregularly-shaped parcel of land under

water, extending on its westerly side 2,132 feet from mean high water mark to the United States pierhead line, and easterly but close to its westerly line. There appears to be a very narrow dock extending out from the highwater mark about 380 feet. The easterly line of the lands under water applied for extends from high water mark 900 feet into the Raritan Bay.

In the year 1881 a water grant was made to Lawrence R. Kerr, adjoining on the east the lands now applied for. The lands under water granted to Kerr, together with the Kerr uplands, are now said to belong also to the Terra-Marine Company. A narrow dock or pier was built on the lands under water granted to Kerr, but in the construction of said dock the lines of the Kerr water grant were not followed, and about 250 feet of the southerly end of the Kerr dock extends over the westerly line of the Kerr water grant and on to the lands under water now applied for; the eastern end of that dock being about 125 feet north of the southerly termination of the easterly line of the grant now applied for, all of which will be seen by reference to the applicants' map "A."

The power of the Land Board to make grants of lands under water was carefully discussed in *Coxe v. State* (144 N. Y. 396), and the court there said that the "dominion and ownership of property generally implies the power of absolute disposition, but, with respect to the land under navigable or tide waters, an important limitation has been engrafted upon this power from the nature of the title. The title of the State to the sea coast or shores of tidal rivers is different from the fee simple which an individual holds to an estate in lands. It is not a proprietary but a sovereign right, and it has been frequently said that a trust is engrafted upon this title for the benefit of the public, of which the State is powerless to divest itself. (Citing many cases). * * * While I am not aware of any such restrictions to be found in the constitution of this State, in terms, yet, from the very nature of the question, it must be deemed to be inherent in the title and power of disposition. The title which the State holds and the power of disposition is an incident and part of its sovereignty that cannot be surrendered, alienated or delegated, except for some public purpose, or some reasonable use which can fairly be said to be for the public benefit. (Citing several cases).

* * * Grants to the owners of the adjoining uplands, either for beneficial enjoyment or for commercial purposes, have long been authorized and recognized as one of the uses to which the State may lawfully apply such lands. But it was never supposed that the State could grant away any of this portion of its domain for mere speculative purposes, or that it could traffic in it like an individual who owned property which he had the right to sell at such price and for such purposes as his immediate wants and interests seemed to require."

Under the present rules of the Land Board, the form of patent that can be issued to said company is the restricted beneficial enjoyment form of patent, and would contain a reservation and condition reserving to the people the full right of entering upon and use all and every part of the granted premises in as ample a manner as they might have done had the grant not been made; always excepting such parts thereof as are actually occupied and covered by structures, docks or buildings of a substantial character, and such parts of said premises as have been actually filled in and reclaimed from low or marsh lands, and provided that unless the improvements above named should be completed within five years from the date of the patent, the grant should cease and determine and become null and void.

The terms, therefore, of the letters patent would require the improvement of all the lands granted within five years by the patentee or his assigns.

As the receiver is merely a temporary one, the legal title to said property has not vested in him, but is still in the Terra-Marine Company, and, accordingly, until this corporation shall have been adjudicated a bankrupt and the receiver should be authorized by the court to invest funds of the estate in the purchase of the lands under water applied for, no valid purchase can be made by him of these lands under water. And in view of the fact that these lands under water are held by the State in trust for the public to be granted only for purposes of public use or for purposes of improvement by the riparian owner, which might fairly be said to be for the public use, in my opinion, it would be improper to make a grant to this corporation until the bankruptcy proceedings shall have been dismissed and assurances can be given that the improvements will be made.

The grant should not be made merely to enhance the saleable value of the uplands of the corporation, that being merely a speculative purpose which was condemned in *Coxe v. State*. In *People v. Mould* (37 A. D. 35), and in *Town of Brookhaven v. Smith* (188 N. Y. 74), it was held that any riparian owner might, as an incident of his ownership of such uplands, extend a dock or pier out into the navigable waters adjoining, in a manner not to interfere with commerce or navigation, without even the consent of the Commissioners of the Land Office, so that a denial of this application in the discretion of the board would not prevent the use of the present piers or docks by the Terra-Marine Company or its receiver or assigns.

Respectfully submitted,

THOMAS CARMODY,

Attorney-General.

STATE OF NEW YORK.

ATTORNEY-GENERAL'S OFFICE;

ALBANY, *April* 25, 1911.

BEFORE THE STANDING COMMITTEE ON THE HEARING OF REMONSTRANCES OF THE COMMISSIONERS OF THE LAND OFFICE.

In the Matter of the Application of JOHN BANNON for a grant of land under the waters of the Hudson river at Oscawanna, Westchester county, of 5.214 acres.

To the Commissioners of the Land Office:

Gentlemen.—The above entitled application having been referred to the undersigned standing committee, together with the remonstrance of the town of Cortlandt, we have the honor to report:

That this matter was duly heard by your committee on Tuesday, April 18th, at which time counsel for the town of Cortlandt

stated that he did not care to press the remonstrance of the town of Cortlandt; and, it having developed upon said hearing that the town of Cortlandt has no interest in or easement upon any of the uplands of this applicant adjacent to the lands under water applied for, we do, therefore, advise that this application take the usual course of uncontested applications.

Respectfully submitted,

THOMAS CARMODY,
Attorney-General.

J. A. BENSEL,
State Engineer and Surveyor.

STATE OF NEW YORK.

ATTORNEY-GENERAL'S OFFICE,

ALBANY, April 25, 1911.

To the Commissioners of the Land Office:

Gentlemen.—I hereby certify that I have examined the annexed application of John Bannon for a grant of land under water of the Hudson river, at Oscawanna, Westchester county, and that the same is in accordance with the provisions of the statutes relating to water grants, and is in accordance with the rules and regulations of the Commissioners of the Land Office.

In view, however, of the fact that the official water grant map of Westchester county shows that there is a strip of land, now filled in, which was apparently at one time under water, and which this applicant now claims to be a part of his uplands, although the same has not been granted to anyone, I would suggest that the State Engineer and Surveyor cause an examination to be made of the premises for the purpose of determining whether said applicant is the owner of all the uplands, and also of all filled in lands lying to the east of the lands under water now applied for.

Yours very truly,

THOMAS CARMODY,
Attorney-General.

STATE OF NEW YORK.

ATTORNEY-GENERAL'S OFFICE,

ALBANY, April 26, 1911.

BEFORE THE COMMISSIONERS OF THE LAND OFFICE.

In the Matter of the Application of REUBEN
G. ANGELL AND ANOTHER for an extension
of time within which to comply with the con-
ditions of letters patent to 4.89 acres of land
under the waters of the Hudson river in the
village of Tarrytown.

To the Commissioners of the Land Office:

Gentlemen.— This application is made for a second extension of a water grant made to Emerson C. Angell, deceased, on April 24, 1903, for which an extension was granted on April 24, 1908, for three years, to Rufus G. Angell and Alice A. Wallian.

Referring to a recent opinion expressed by me on a similar application by the New York Dock Company, on March 27, 1911, your honorable board has no power to grant the further extension applied for, no notice of the application having been advertised and posted in accordance with section 76 of the Public Lands Law.

The application in its present form should, therefore, be denied, with privilege to said applicants to make a new application in proper form and after due advertisement.

Respectfully submitted,

THOMAS CARMODY,
Attorney-General.

STATE OF NEW YORK.

ATTORNEY-GENERAL'S OFFICE,

ALBANY, *April* 26, 1911.

BEFORE THE COMMISSIONERS OF THE LAND OFFICE.

In the Matter of the Application of JOHN H. RICKARD for a release to him of certain lands in the city of Brooklyn, escheated to the State upon the death of John P. Fitzpatrick on or about November 12, 1876.

To the Commissioners of the Land Office:

Gentlemen.—The above-entitled application having been referred to me, I have the honor to report:

That one John P. Fitzpatrick acquired title by purchase of premises known as No. 32 Coles street, Brooklyn, N. Y., by deed dated October 19, 1874, and on the same date he executed a purchase-money mortgage to Benjamin A. Hegeman, sole surviving executor of Charles Kelsey, deceased, his grantor. Fitzpatrick died at the Long Island College Hospital on November 12, 1876, leaving a widow, Margaret, no issue and no known heirs-at-law. In April, 1877, the above-mentioned mortgage was foreclosed by an action in the Supreme Court, Kings county, which was brought by said Hegeman, as executor, against the widow, Margaret Fitzpatrick and the People of the State of New York. Attorney-General Charles S. Fairchild served a notice of appearance on behalf of the People in that action, and the widow was also served with a summons and complaint. Said widow afterwards died on or about February 26, 1886. A judgment of foreclosure and sale was entered in this action and a sale was made thereunder to Michael Gould, to whom was sold the property by the referee on August 7, 1877. Gould died seized of said premises, leaving a will dated September 12, 1906, probated January 31, 1907, wherein he devised said real estate to his wife, Anna, who conveyed the same to John H. Rickard, the petitioner by

deed dated February 5, 1907. There was no surplus on the foreclosure.

Mr. Rickard, the present occupant of said premises, now makes application to your honorable board for a release of the State's interest under said escheat under the provisions of the Public Lands Law, which provide that a petition may be filed by and a release issued to the purchaser under a judicial sale.

The following is a description of the premises sought to be released:

“All that certain lot, piece or parcel of land, with the buildings thereon erected, situate, lying and being in the borough of Brooklyn, county of Kings, city and State of New York, bounded and described as follows: Beginning at a point on the southwesterly side of Coles street, distant one hundred and six (106) feet and six (6) inches, northwesterly from the corner formed by the intersection of the southwesterly side of Coles street and the northwesterly side of Hicks street, running thence southwesterly, parallel with Hicks street, one hundred (100) feet; thence northwesterly, and parallel with Coles street, twenty-five (25) feet; thence northeasterly, and again parallel with Hicks street, one hundred (100) feet to the southwesterly side of Coles street; and thence southeasterly, along the said southwesterly side of Coles street, twenty-five (25) feet to the point or place of beginning.”

The value of the property sought to be released is \$5,000.

Although the people were made defendants in the foreclosure action, it is claimed that the rights of the people were not cut off by this foreclosure for the reason that at that time there was no provision of law authorizing an action of foreclosure to be brought against the State.

Upon inquiry at the State Comptroller's office, I am informed that the State has no tax title to these premises and there does not seem to be any other person than this petitioner, who has any interest in said premises besides the State.

Notice of this application was duly published once a week for three successive weeks in the *Brooklyn Daily Eagle*, commencing

February 16, 1910, and a copy thereof was posted on the door of the Kings county house, Brooklyn, on February 16, 1910.

The Public Lands Law provides that a release may be made to the purchaser at a judicial sale of escheated lands upon such terms and conditions as to the Commissioners of the Land Office may seem just and proper.

The facts alleged in the petition are corroborated by the additional affidavits of disinterested persons, and the application is made in accordance with the rules and regulations of your honorable board. I, therefore, recommend that the release be made to the petitioner upon such terms and conditions as to the board may seem proper.

Respectfully submitted,

THOMAS CARMODY,

Attorney-General.

April 27, 1911.

The Attorney-General presented the following rules and regulations governing applications for extension of time within which to comply with conditions contained in letters-patent, which, on motion, were adopted:

COMMISSIONERS OF THE LAND OFFICE,

ALBANY, N. Y.

Resolutions governing extensions of time within which to comply with the conditions *contained in Letters Patent*.

Resolved, That every applicant for an extension of a grant of land under water shall comply with the following regulations:

1. Every such applicant, previous to the filing of his application, shall, unless otherwise ordered by the Commissioners of the Land Office, give notice thereof, by advertisement, to be published at least once each week for six successive weeks in a newspaper printed in the county in which the land so intended to be applied for is situated and by causing a copy of such notice to be posted for the same period upon the door of the court house of such county, and if there be no court house in the county, at some prominent place which may be designated by the Board of Supervisors

of said county for posting legal notices in accordance with the provisions of section 76 of the Public Lands Law.

2. Such notice shall state that any person deeming himself liable to injury by reason of such grant may file with the Commissioners of the Land Office a remonstrance, stating why said grant will be an injury to him or his property, and that said remonstrance should be filed on or before the date of filing of the said application and said notice shall be substantially in the following form:

FORM OF NOTICE FOR PUBLICATION.

PUBLIC NOTICE of an Application to the Commissioners of the Land Office for extension of time within which to comply with conditions contained in a grant of land under water.

TAKE NOTICE, That the undersigned will file with the Commissioners of the Land Office, on the.....day of.....19... (this date must be forty-two days after date of first publication but need not be a day on which the Commissioners meet), an application for extension of time within which to comply with conditions contained in a grant of the lands under water hereinafter described and by resolution of said Commissioners, any person deeming himself liable to injury by said grant, should file before said date with said Commissioners, at the capitol in Albany, a remonstrance, stating his reasons for opposing said grant.

The land under water above mentioned is bounded and described as follows, to wit (here must follow a concise description of the land, the exact courses and distances to be given in words of full length): Containing.....acre.. andof an acre.

The soundings taken once in every fifty feet along the whole exterior water line of said proposed grant, beginning..... (state soundings exactly).

The uplands of the undersigned applicant, adjacent to the lands applied for, are bounded (here insert boundaries by adjoining lands, giving names of the owners thereof), and said uplands are actually occupied by (here insert names of persons actually living upon the property, whether applicants or applicant's tenants or servants).

(a) It is the intention of the undersigned forthwith to appropriate said lands under water to the purposes of commerce, by the erection thereon of a public dock or docks.

(b) It is the intention of the undersigned to appropriate the lands described to his beneficial enjoyment by erecting thereon the following permanent structures, docks or buildingsor by filling in the same. (Use paragraph a or b, according to the form of letters-patent of which an extension is desired).

The said letters-patent bear date....., 19..., and were issued to the applicant (or to.....his grantor) and the reasons why the conditions therein have not been fully complied with are as follows:.....

Dated....., 19...

(Applicant.)

(Post-office address.)

(Office and post-office address.)

(Attorney for Applicant.)

3. Affidavits of the due publication and posting of said notice shall be filed with said Commissioners.

4. In all cases where the lands under water applied for are situated in The City of New York, a copy of such notice shall be served at least thirty days before filing said application, upon the corporation counsel and the Commissioner of Docks of said city, and in all other cases, if in a city, on the Mayor thereof, if in an incorporated village on the President thereof, or if in neither a city or incorporated village, then on the supervisor or town clerk of the town, and affidavits of such service shall also be filed with said Commissioners.

5. The applicant shall also present a verified petition, stating:

a. The date of the original water grant and name of grantee.

b. The work actually done as contemplated in the grant, and reasons why the work has not been done or completed.

c. That the applicant is still the owner of all of the uplands described in the original application, or if he has disposed of any of said uplands, full particulars of such sale and a full description of his present uplands and lands under water adjoining the same by metes and bounds, and a map showing the uplands owned by him, together with the adjoining lands under water, and also showing the character of improvements made under the grant, if any have been made.

d. That the petitioner intends in good faith to appropriate the lands for the purposes set forth in the original grant, and the character of improvements he intends to make and within what time he intends to make the same.

The said petition being improved by the Attorney-General and the State Engineer, and being granted by the Board, letters-patent shall issue to the petitioner in the same manner as in original applications (except that the time within which to comply with the conditions therein contained shall be limited to three years), upon payment of a sum to be determined in each instance by the Board, together with the usual patent fee of \$5 for *each parcel*.

The above provisions shall apply to the original grantee, his heirs, executors, administrators or assigns, but satisfactory proof of the interest of the latter must be submitted.

If application is made for an extension of time covering the same lands as the original patent, said patent must be attached to the petition.

6. If the petitioner is not the original grantee he must prove title to the satisfaction of the Board, and proof of title must be attached to and made a part of the petition.

The attached blanks must be used in all petitions; autographic or typewritten petitions should not be used.

Address all communications

COMMISSIONERS OF THE LAND OFFICE,

Office of the Secretary of State, Albany, N. Y.

STATE OF NEW YORK,

COMMISSIONERS OF THE LAND OFFICE.

In the Matter of the Petition of

for an extension of three years' time within which to comply with conditions contained in letters-patent.

To the Commissioners of the Land Office:

Your petitioner respectfully shows

1. That letters-patent for purposes of.....were granted to.....on the.....day of....., 1....., and that the time within which to comply with the conditions therein contained will expire on the.....day of....., 19....

2. The work actually done toward the completion of improvements contemplated in grant and the reasons why the proposed improvements have not been completed, are as follows: (Give full particulars.)

This image shows a full page of primary-ruled notebook paper. It features ten horizontal blue lines spaced evenly apart. On each side of the central writing area, there are two vertical red lines that create margins. The paper has a light cream or off-white background. There are no markings, text, or drawings on the page.

3. That the petitioner is the owner of all of the uplands described in the original application, and that the original letters-patent are hereto attached, and a map showing the improvements made under said grant of lands under water and the adjacent upland, is hereto annexed.

4. That the petitioner now owns only a part of the uplands described in original application, which are shown on a map, and described in a description hereto attached and said map also shows the lands under water for which an extension of time is desired, and a description of said land under water with any improvements thereon is also attached.

5. That your petitioner intends in good faith to appropriate the said lands under water for the purposes described in original grant, and the character of improvements he intends to make and the time within which he intends to make the same are as follows:

.....

Wherefore your petitioner prays that letters-patent issue to him for the lands under water herein described, the time within which to comply with the conditions therein contained being limited to three years.

And your petitioner offers to pay.....dollars for each parcel of said lands under water together with a patent fee of \$5 for each parcel.

.....

STATE OF NEW YORK,

COUNTY OF.....

} ss.:

.....being duly sworn, says he is the petitioner described in the foregoing petition, and that the foregoing petition is true to his own knowledge, except as to the matters therein stated to be alleged on information and belief, and that as to those matters he believes it to be true.

Subscribed and sworn to before me, this

.....day of....., 19...

.....

April 27, 1911.

The Attorney-General presented the following rules and regulations governing applications for grant or conveyance of lands escheated to the State, which, on motion, were adopted:

STATE OF NEW YORK.

COMMISSIONERS OF THE LAND OFFICE.

Rules and Regulations Governing Applications for Grant of Conveyance of Lands Escheated to the State.

RESOLVED, That every applicant for a grant or conveyance of land which has escheated to the State, shall comply with the following regulations:

I. Every such applicant, previous to the filing of his application, shall give notice thereof, by advertisement, to be printed once each week for three successive weeks, in a newspaper published in the county wherein is situated the escheated land, intended to be applied for. The first publication of said notice shall be at least twenty-one days before the date of application. Said notice shall contain a brief description of the land sought to be released.

II. Every such applicant shall, previous to the filing of his application, cause a copy of such advertisement to be posted upon the door of the court house of the county, wherein is situated the escheated land, so intended to be applied for. The posting of said notice shall be at least twenty-one days before the date of application, and a copy of said notice shall be served at least twenty-one days before the date of application upon the occupants of said premises, if any, and also upon all persons having or claiming to have an interest other than the petitioners therein.

III. Every such advertisement, or notice, shall be in the following form:

NOTICE OF APPLICATION FOR A GRANT OF LAND ESCHEATED TO THE STATE.

TAKE NOTICE: That the undersigned will file with the Commissioners of the Land Office, in Albany, New York, on the.....day of....., an application for the release to

him of any interest which the People of the State of New York may have in the real estate, situate in the.....and briefly described as follows:.....

.....

.....

owned by.....

deceased, at the time of his death, by reason of the alienage or failure of heirs of the said deceased. Said application is drawn and will be presented in conformity with the provisions of article 5, chapter 50, of the Laws of 1909, as amended.

IV. Every such applicant shall file with the Commissioners the following papers, in support of his application:

a. A petition properly verified by the applicant, setting forth, in brief, the facts required by the statutes, and upon which the claim for a release is based.

b. A copy of the advertisement or notice above mentioned, together with proof of such publication, posting and service.

c. The affidavits of at least three disinterested persons, corroborative of the essential facts alleged in the petition and required by the statutes to be proved as the basis for the release sought. One of said affidavits shall be made by a real estate dealer, familiar with the real property of the deceased, showing the value of the real property sought to be released, and the value of all the property of the deceased, which shall have escheated to the State and shall not have been conveyed or released by the State.

V. Every applicant will also be required to furnish a complete abstract of title including county clerk's and tax searchers', subject to the approval of the Attorney-General, showing all conveyances and liens affecting the title of the premises sought to be released, from the time the decedent whose estate escheated acquired title to the time of the application.

STATE OF NEW YORK.

ATTORNEY-GENERAL'S OFFICE,

ALBANY, *May 2, 1911.*

BEFORE THE COMMISSIONERS OF THE LAND OFFICE.

In the Matter of the Application of ADELE L.
ALLEN for a grant of lands under water at
Pelham Manor, Westchester county, New
York.

To the Commissioners of the Land Office:

Gentlemen.—I herewith return the maps, correspondence and remonstrance of Augustus V. H. Ellis to the application of Adele L. Allen for eight hundred thirty-eight one thousandths of an acre of land under water at Pelham Manor, Westchester county.

This is an application that was filed in the winter of 1908-1909, but the application, being in improper form, was returned to the applicant on January 15, 1909, for correction; since which time nothing further has been done by the applicant and his formal application has not been filed.

I would, therefore, recommend that the same be denied for lack of prosecution.

Respectfully submitted,

THOMAS CARMODY,
Attorney-General.

STATE OF NEW YORK.

ATTORNEY-GENERAL'S OFFICE.

ALBANY, *May 4, 1911.*

BEFORE THE COMMISSIONERS OF THE LAND OFFICE.

In the Matter of the Application of JOHN O. MERRITT for a new patent to confirm a defective grant to lands under waters of Byram river in the village of Port Chester, Westchester county, granted to him on August 13, 1909.

To the Commissioners of the Land Office:

Gentlemen.—The petition herein calls attention to manifest error in letters patent, which were issued to the petitioner on August 13, 1909, for a parcel containing two hundred forty-eight one thousandths of an acre of land in the village of Port Chester, originally under the waters of Byram river. One of the courses in the description of the lands granted reads south $45^{\circ} 39'$ west 98.96 feet. This course really runs south $45^{\circ} 39'$ east.

Section 11 of the Public Lands Law provides that whenever a sale is lawfully made, or contracted to be made by the Commissioners of the Land Office, including a sale of land under water, if, at the time of the adoption of the resolution to make the grant, the necessary jurisdictional facts existed to authorize the grant, and by reason of accidental omission or manifest error the patent is manifestly erroneous in description or otherwise, the commissioners may, in their discretion, on such terms as seem to them proper, cause a release or confirmatory grant to be issued to such claimant.

The petition also claims that the former State Engineer and Surveyor, fearing that the lands under water applied for in Mr. Merritt's original application would overlap adjoining grants, refused to approve such application in accordance with the descrip-

tion contained in his published notice of application, and cut down the area of the lands applied for from two hundred forty-eight one thousandths of an acre to twenty-three one hundredths of an acre. Mr. Merritt insists that he should have had a grant for the full amount that he applied for, and that a narrow gap exists between the lands granted to him and lands granted to other riparian owners, to which he claims he is entitled.

This matter, however, is an engineering question, which should be referred to the State Engineer and Surveyor for his determination, and for the preparation of a proper form of description to be contained in the proposed confirmatory grant, which may be issued upon such terms to include cost of survey which may be made under the direction of the State Engineer that he may deem necessary.

Respectfully submitted,

THOMAS CARMODY,
Attorney-General.

STATE OF NEW YORK.

ATTORNEY-GENERAL'S OFFICE,

ALBANY, *May 6, 1911.*

BEFORE THE COMMISSIONERS OF THE LAND OFFICE.

In the Matter of the Application of ISRAEL MATSON for a grant of land under the waters of the Hudson river, at Schodack Landing, Rensselaer county, for restricted beneficial enjoyment.	}
--	---

To the Commissioners of the Land Office:

Gentlemen.—The above entitled application having been referred to me for my examination and report, I have the honor to return the same and do hereby certify that this application is made in accordance with the provisions of the statutes relating thereto and also is made in accordance with the rules and regulations of the Commissioners of the Land Office, except that the

application maps and the papers herein show that a considerable part of the lands applied for are "accretions, generally above or awash at high water."

If these so-called accretions have been formed otherwise than by artificial means, then, and if the said accretions are actually uplands above high water mark, it is my opinion that such accretions are no longer lands under water, and can only be sold by your honorable board at public auction to the highest bidder.

As to the lands that lie under water, the law only authorizes your honorable board to grant the same to the owner of the adjacent uplands, Mr. Matson.

Under these circumstances, the matter should be investigated by the State Engineer and Surveyor to ascertain, as a matter of fact, whether or not the so-called accretions are lands under water, and for an amended map and description of the lands under water applied for, if such may be required.

Respectfully submitted,

THOMAS CARMODY,
Attorney-General.

STATE OF NEW YORK.

ATTORNEY-GENERAL'S OFFICE,

ALBANY, *May 11, 1911.*

BEFORE THE COMMISSIONERS OF THE LAND OFFICE.

In the Matter of the Application of HENRY PRECKELS, of the borough of Queens, New York city, for the purchase of lots 61 and 25 of the Graef tract, in former town of New Utrecht, Kings county, acquired by the State at the 1895 tax sale.	}
--	---

To the Commissioners of the Land Office:

Gentlemen.—I return papers in application of Henry Preckels, wherein he offered \$400 for lots 61 and 25 of the Graef tract, in former town of New Utrecht, Kings county, now borough of

Brooklyn, which lands were acquired by the State at the 1895 State Comptroller's tax sale at a cost to the State of \$398.87.

It having appeared from the report of the appraisers that the whole of lot 25 and the greater part of lot 61 were taken by the town of New Utrecht about 1893 for the widening of Sixty-fifth street, and that the remaining part of lot 61 was appraised in September 1909 at \$500, the matter was referred to the Attorney-General to ascertain and determine the rights of the State.

A thorough examination of the local records discloses the fact that Hans Gustave Boysen was the fee owner of lot 25, from 1882 down to the time said lot was taken for street widening and an award therefor was made and paid to him in 1893 of \$2,565; that the Hamilton Co-operative Building & Loan Association took a mortgage in 1890 from Thomas K. Robinson and wife, covering lot 61, which they foreclosed and took title to at sheriff's sale in July, 1893, and in April, 1894, they were paid an award of \$1,136 for the part of lot 61, taken in 1893 for said street widening.

The whole of lots 25 and 61 were sold to the State at said 1895 Comptroller's tax sale for unpaid taxes of 1891 and 1892. Therefore, at the time the State acquired title at said tax sale, the city of Brooklyn, as successor of the town of New Utrecht, was the fee owner of lot 25, and the front part of lot 61 under Sixty-fifth street widening proceedings, subject to the liens of 1891 and 1892 taxes, and the rear part of lot 61 was owned by the Hamilton Co-operative Building & Loan Association, also subject to 1891 and 1892 taxes thereon.

I would not recommend a sale of the State's interest in lot 25 and in that part of lot 61 now embraced in Sixty-fifth street as widened, as this would be in effect merely a transfer of the State's lien on land embraced in a public street in the present city of New York, and of the State's right of action against the city; but the remaining part of lot 61 might be properly sold if the applicant or any other person desires the same, and I would suggest that said applicant and the fee owner be communicated with by the clerk of this board, requesting an offer of not less than the cost to the State from the fee owner and of not less than the appraised valuation from a non-owner, and that a copy of this

opinion be forwarded to the corporation counsel of the city of New York. The question as to the State's claim in the lands taken by Sixty-fifth street widening proceedings can be determined after the balance of lot 61 is disposed of.

Respectfully submitted,

THOMAS CARMODY,
Attorney-General.

STATE OF NEW YORK.

ATTORNEY-GENERAL'S OFFICE,

ALBANY, *May 17, 1911.*

BEFORE THE COMMISSIONERS OF THE LAND OFFICE.

In the Matter of the Application of ANTONIA
HARDARE for a release of the two lots of
land on Johnson avenue, Union Course, bor-
ough of Queens, New York city, which
escheated on the death of her husband, John
Hardare, deceased.

To the Commissioners of the Land Office:

Gentlemen.—The above entitled petition having been referred to me, I have the honor to report that the petition and accompanying affidavits and abstract of title show that the petitioner is over sixty-two years of age, is the widow of John Hardare, deceased, and resides at 85 Johnson avenue, Union Course; that in February, 1897, her said husband purchased the two vacant lots of land now sought to be released by deed containing the following description:

“All those two certain lots, pieces or parcels of land, situate, lying and being at Union Course, L. I., in the Fourth ward of the borough of Queens, county of Queens, city and State of New York, known and designated as lots numbered five hundred eighty-eight (588) and five hundred ninety (590) on a map of lots belonging to Nathan F. Graves, amended map of Unionville, L. I., surveyed and drawn by

Nathan G. Johnson, Jamaica, April, 1853, which said map was filed in the office of the clerk of the county of Queens, September 17, 1853, filed July 2, 1889, which said plot of land is bounded as follows:

“Beginning at a point on the easterly line of Johnson avenue, distant four hundred twenty-five (425) feet southerly from the southeast corner of Grand street and Johnson avenue, running thence easterly and parallel with Grand street, one hundred (100) feet, thence southerly parallel with Johnson avenue thirty-five (35) feet, thence easterly and again parallel with Grand street one hundred (100) feet to the easterly line of Johnson avenue, thence northerly along the easterly line of Johnson avenue, thirty-five (35) feet to the point or place of beginning, said dimensions being more or less.

“This parcel of land comprises a lot 25 x 100 (590) and a part of a lot 10 x 100 (588).”

Ten years later the said John Hardare and Antonia, his wife, executed a mortgage to the East New York Savings Bank, to secure a loan of \$3,000 upon the above described property, and also upon two other lots adjoining, the title to which other lots having been taken in their joint names as husband and wife as tenants by the entirety, and the petitioner now being the sole owner by survivorship of such other adjoining lots. John Hardare, during his lifetime, had his will drawn, leaving all of his property to his wife, the only two children of said John and Antonia having died several years ago, and he having no other relatives; but he died suddenly in April, 1910, without having executed said will. He was a German by birth, whose parents both died during his childhood. He came to the United States prior to 1880, and he and the petitioner were married September 13, 1891.

The lands above particularly described, and the two adjoining lots represent the savings for years of both petitioner and her deceased husband, and petitioner is almost wholly dependent for support and maintenance from the avails of said lands.

The two vacant lots sought to be released are shown by the affidavit of Christopher C. Mollenhauer, a real estate broker, familiar with the values of real estate in that vicinity, to be worth

together \$1,400, and that the proportionate amount of the mortgage lien thereon is \$700, leaving an equity of \$700 therein.

The notice of this application was duly advertised in accordance with the rules of your honorable board in a Queens county newspaper for the requisite period, and a copy thereof was duly posted on the Queens county court house door, and all other requirements of the statutes and the rules of the Commissioners of the Land Office have been complied with.

Section 62 of the Public Lands Law provides that a conveyance which may be made in the discretion of the Commissioners of the Land Office, releasing the interests of the State in escheated real estate, to a petitioner who is a surviving widow of any owner of any interest therein immediately prior to the escheat, shall be without consideration where the value of the property sought to be released shall not exceed \$10,000.

I, therefore, advise that your honorable board has full legal power to grant the prayer of the petitioner herein and without consideration.

Respectfully submitted,

THOMAS CARMODY,
Attorney-General.

STATE OF NEW YORK.

ATTORNEY-GENERAL'S OFFICE,

ALBANY, *May 17, 1911.*

BEFORE THE STANDING COMMITTEE OF THE LAND BOARD.

In the Matter of the Claim of the CAYUGA NATION OF INDIANS residing in the State of New York, under chapter 255 of the Laws of 1909.	}
---	---

To the Commissioners of the Land Office:

Gentlemen.— We recommend that the application of the Cayuga Nation of Indians be denied, on the grounds:

First — That there is no legal basis for the claim.

Second — That there is nothing before the Land Board from which it can determine that the Indians have suffered any damage by reason of the purchase of their lands by the State of New York.

Third — An extensive resume of the law and facts in this case is hereto annexed.

Respectfully submitted,

THOMAS CARMODY,
Attorney-General.

J. J. KENNEDY,
State Treasurer.

J. A. BENSEL,
State Engineer and Surveyor.

BEFORE THE COMMISSIONERS OF THE LAND OFFICE.

In the Matter of the Claim of the CAYUGA NATION OF INDIANS, resident in the State of New York.	}
--	---

To the Commissioners of the Land Office:

Gentlemen.— Pursuant to a resolution of your honorable board, whereby the above-entitled matter was referred to me for the purpose of advising your honorable board as to the present status of this claim and of the powers and duties of your honorable board in connection therewith, I have the honor to report as follows:

This is a claim for the sum of \$247,609.33, alleged to be the profits accruing from the sale of lands purchased from the Cayuga Indians under a treaty made with them in July, 1795, together with interest thereon from 1796. The facts may be briefly stated as follows:

The Cayuga Indians were at the close of the Revolutionary War in the possession of a large tract of land within this State. During that war the Cayuga Indians as a body had been hostile to the United Colonies and had taken up arms in favor of Great Britain.

In the year 1781 the State of New York by its delegates in Congress, in pursuance of an act passed February 19, 1780, entitled "An act to facilitate the completion of the Articles of Confederation and perpetual union among the United States of America," and authorizing its delegates in Congress on behalf of the State to limit and revise the boundaries of this State in the western parts thereof by such line or lines and in such manner and form as they shall judge to be expedient, either with respect to the jurisdiction, as well as to the right or pre-emption of soil or reserving the jurisdiction in part or in whole over the lands which may be ceded or relinquished with respect only to the right of pre-emption of the soil "and that the territory thus ceded or relinquished," either with respect to the jurisdiction as well as to the right of pre-emption of the soil, or the right of pre-emption of soil only, should be and enure for the use and benefit of such of the United States as shall become members of the Federal Alliance of the States and for no other use or purpose whatsoever; that all the lands to be ceded and relinquished by virtue of this act for the benefit of the United States with respect to property, but which shall nevertheless remain under the jurisdiction of this State, shall be disposed of and appropriated in such manner only as the Congress of the said States shall direct; and said delegates in Congress from this State ceded to the United States all lands claimed by the State lying west of the present bounds of the State of New York.

In the case of *Goodell v. Jackson* (20 Johns. Rep. 713), Chancellor Kent, in the year 1823, reviewed the history of the Six Nations of Indians and stated as follows:

"In 1783 Congress expressly waived the right of conquest of the Indians and recommended proffers of peace and a friendly treaty for the purpose of receiving them into favor and protection, and in October, 1784, a treaty of peace was made at Fort Stanwix between the United States and the sachems and warriors of the Six Nations, and the United States gave peace to those of the Six Nations who had been hostile and received them under protection."

The treaty of 1784, known as the Fort Stanwix treaty, concluded between the United States and the Six Nations, provided,

“hostages shall be immediately delivered to the United States Commissioners by the Six Nations to remain in the possession of the United States until all prisoners, which were taken by the Cayugas and other Indians or by any of them in the late war from among the people of the United States, should be delivered up,” and the Six Nations by said treaty further yielded to the United States all claims to the country west of a line running through Buffalo Creek on Lake Erie to the Pennsylvania line. As to the lines lying eastward of said line, the Six Nations should be secured in the peaceful possession thereof, reserving only the fort of Oswego; and in consideration of the circumstances of said Indians and in execution of the humane and liberal views of the United States, the United States Commissioners agreed to order goods to be delivered to said Six Nations for their use and comfort.

Subsequently another treaty was entered into between the United States and the Six Nations at Fort Harmer in the year 1789, confirming the treaty of 1784 and renewing the peace and friendship entered into with them. (By this treaty a separate article was inserted, providing for the punishment of the crimes of robbery and murder according to the laws of the State or territory in which the same was committed, and for the delivery of the accused by the Indians to the civil authorities of the states.)

In the year 1786, there was concluded at Hartford, Connecticut, a treaty between the Commonwealth of Massachusetts and the State of New York, both of which states claimed under their ancient charters, the territory comprised in the western part of this State, by which treaty New York ceded to Massachusetts “the right of pre-emption of the soil from the native Indians and all their estate, right, title and property (the right and title of government, sovereignty and jurisdiction excepted),” which the State of New York had in and to a certain tract of land lying between the Owego and Chenango rivers, and also in and to all lands and territories lying west of a line subsequently known as the pre-emption line, running from the Pennsylvania state line through the present city of Geneva to Lake Ontario; and by the third clause of this treaty “the Commonwealth of Massachusetts doth hereby cede, grant, release and confirm to the State of New York to the use of the people of the State of New York, their

grantees and the heirs and assigns of such grantees forever, the right of pre-emption of the soil from the native Indians and all other the estate, right, title and property which the Commonwealth of Massachusetts hath of, in or to the residue of the lands and territories so claimed by the State of New York, as hereinbefore stated and particularly specified." The Cayuga Indian lands were included in the lands ceded by this treaty by Massachusetts to the State of New York.

The first treaty made by the State with the Cayugas was entered into with them at Albany by Governor George Clinton and other commissioners, duly authorized for that purpose by and on behalf of the State, February 25, 1789. By this treaty, first, "the Cayugas do cede and grant all their lands to the people of the State of New York forever;" secondly, "the Cayugas shall of the ceded lands hold to themselves and to their posterity forever, for their own use and cultivation, but not to be sold, leased, or in any other manner aliened or disposed of to others, all that tract of land beginning at the Cayuga Salt Spring on the Seneca river and running thence southerly to intersect the middle of a line to be drawn from the outlet of Waskough Lake;" thence down and around the Cayuga Lake, "so as to comprehend within the limits aforesaid and inclusive of the water of Cayuga Lake the quantity 100 square miles," together with certain other small parcels. Third, the Cayugas and their posterity forever shall enjoy the free right of hunting in every part of the said ceded lands and their fishing within the waters within the same. Fourth, in consideration of said cession and grant, the people of the State of New York paid to the Cayugas \$500 in silver and agree to pay to them the further sum of \$1,625 on June 1st next, and an annuity of \$500 annually thereafter. It further provided that the State might adopt means to prevent interlopers from settling on the lands to be held by the Cayugas or their posterity and that the Indians were to give notice to the Governor of the State of any intrusion upon their lands and were to aid the State in removing intruders and felons.

A further treaty was held between the State and the Cayuga Indians at Fort Stanwix on June 22, 1790, in which the Cayugas acknowledged receipt of the \$500 annuity then due them, and also

of the further sum of \$1,000 as a benevolence, and confirmed the former treaty of 1789; “and that the said Cayugas do further grant and release to the people of the State of New York all our right, interest and claim in and to all lands lying east of the line of cession by the State of New York to the Commonwealth of Massachusetts, except the lands mentioned in the said deed of cession hereunto annexed are reserved to us, the Cayugas and our posterity.”

In 1794, at Canandaigua, there was another treaty made between the United States and the Six Nations, in which perpetual peace and friendship was declared between the contracting parties, and the United States acknowledged the lands reserved to the Oneida, Onondaga and Cayuga nations in and by their treaties with this State to be their property; “and the United States will never claim the same nor disturb them or either of the Six Nations, nor their Indian friends residing thereon and united with them, in the free use and enjoyment thereof, but the said reservation shall remain theirs until they choose to sell the same to the people of the United States, who have the right to purchase.”

Article IV of this treaty reads as follows:

“The United States, having thus described and acknowledged what lands belong to the Oneidas, Onondagas, Cayugas and Senecas, and engaged never to claim the same nor to disturb them or any of the Six Nations or their Indian friends residing therein and united with them in the free use and enjoyment thereof, now the Six Nations and each of them hereby engage that they will never claim any other lands within the boundaries of the United States, nor ever disturb the people of the United States in the free use and enjoyment thereof.”

On October 12, 1793, Fish Carrier, Chief of the Cayuga Nation, made a speech to Israel Chapin, Esq., United States Superintendent of Indian Affairs for the Northern Department, at Buffalo Creek, in which he said: * * *

“Brother: You informed us the other day that you and two other persons were appointed by the Governor as Commissioners to treat with us for the sale or lease of our lands,

and that a meeting was proposed to be held on the lands to be sold or leased, this Fall. * * *

“Brother: We will meet you in the Spring and we will either sell or lease our lands and let you know on what terms.”

In the year 1794 the Cayuga Indians came to Albany and besought Governor Clinton that the State should purchase additional lands from them.

At a meeting of the Governor with the chiefs and warriors of the Cayuga Nation at Deniston's Tavern in the city of Albany, February 1, 1794, Sawageanteoecta, a Cayuga chief, delivered the following speech:

“You see the chiefs and our warriors and women are here, come down to meet your chiefs at this place to do the business for the nation. You likewise observed the other night when we met, if any arrangement could be made as to our lands that would make our pots boil faster and make our dish any larger, that we should mention it. You also observed, brothers, that you had fulfilled every agreement on your part, and the lands remaining in our hands, were ours.

“Now, Brothers, we have considered the matter and we find we have more land than we can improve, and we want a little more for our support than we have. Now, Brothers, we wish you to pay particular attention. We find that there is a piece of land in our reservation on the west side of the lake, which we would wish to let out to bring us in something for ourselves and our children after us.

“Brothers: Continue to open your ears. We consider the land is our own and that we have the right to dispose of it as we think proper. Now, Brothers, there is a small piece about a mile square near Canoge, which we would wish to let Mr. Paine have. He has often helped us and been our friend in time of distress and difficulty with the white people. We would wish to leave it to him as we do the rest of the land to the white people.

“This piece lies round the spring, the whole length of the spring about one mile, and a mile along the lake, making the whole about one mile square.

“Brothers: We wish you to continue to pay particular attention. You observed the other night that we should open our minds freely, which we now do. Brothers, we have one more observation to make. We have a neighbor that has lived among us five years — a blacksmith. He has mended the guns for the young warriors, the hoes for the women and never charged anything for it, except what he got of the land. It would give us great uneasiness if he should be taken away and his family be turned out of doors. Brothers, our young warriors desire that he might have a small piece that he and his family might remain where they are and have a support, if he should be taken away. Brothers, we want a small seat about one mile square for this man. If our brothers think it too much, they must consider it. We want him to have a small dish. His name is Gierhardt. * * *

To which speech the Governor made the following reply:

“Brothers: I have met you two nights ago at the council fire, which I kindled at this place. I informed you that our agreement with you was firm and binding; that the dish reserved for you was your own. I told you that the agreement was so strong and firm that no one man, however great his power, could break or alter it; that the voice of your nation and the great council of our white people could only do it. I mentioned that, if any measure could be taken to promote your happiness or make your pot boil better, you should mention them. I have listened attentively to what you have said and have understood it well, and will lay it before our great council for their consideration.

“Brothers: This is a matter of great importance to you and your women. Any agreement that is made must be so with care and circumspection and be well understood. It is needless for me to mention the many conferences that have passed between us as to your lands. You have frequently given a dish here and a dish there and soon after you had done it, you came down to me to complain. This put you to the trouble of a long journey and the State to a great expense. I do not mention this to prevent you from taking

care of your friends, but to make you careful of your transactions in the future.

“ I have only one word more to say. At the last agreement we made at this place, the Indians of your nation at Buffalo Creek were dissatisfied — so much so, that I was obliged to kindle another council fire at Fort Stanwix to make their minds easy, and although I thought the people who live on the lands had the best right to it, still I paid the Indians at Buffalo creek for the lands again for the sake of keeping peace and promoting harmony among you.

“ Brothers: I mention these things with a view, if possible, to avoid the like from happening again. Brothers, I have only to add that I shall communicate to our council what has passed between us and shall kindle a council fire again at this place as soon as I receive their answer.”

Another council was held with the Indians in the Assembly Chamber at Albany on February 13, 1794, at which the Governor made an address, of which the following are extracts:

“ Brothers of the Oneida, Onondaga and Cayuga Nations: I am happy to see you at the Council Fire which I have kindled at this place. * * *

“ Brothers: Some days ago I met with our brethren, the Cayugas * * *. You may think it strange that you should have been so many days at this place without my kindling up a council fire and speaking to you; but you will recollect that the Cayugas and Onondagas, who live at the greatest distance, were on their way here before the invitation, which I had sent at the request of our council, had reached your nations. This occasioned your arrival several days sooner than we expected you and, of course, we were not prepared to speak to you.

“ Brothers: When the council of the nation are very numerous, as you see ours are, their deliberations are slow but very generally wise and safe. It is a long time before so many pipes can be brought together and the minds of so many chiefs united in one opinion. This, brothers, will account for the delay which has taken place.

“Brothers: You know that it was customary with our ancestors, even when they had no business of importance to transact, to meet together, smoke the pipe of peace and brighten the chain of friendship.

“Brothers: I have but a few words to say to you at this time, but they are strong. They come from the heart and I am persuaded they will be pleasing and satisfactory.

“Brothers: I am requested by our Great Council to assure you of the unalterable friendship of this State toward you and of our firm determination to protect and secure you in the possession and enjoyment of your reserved lands according to the agreements heretofore made with your respective nations.

“I have also to mention to you that reports have reached the ears of some of our chiefs that you are not happy in your present situation; that you are of opinion that some other disposition and arrangement might be made with respect to your reserved lands more to your advantage and which would make your pots boil better. Brothers, I know you have never mentioned these things to me, but our Great Council thought it advisable to invite you to this place to learn with certainty whether what they had heard were true, or whether it was the story of the little birds. You are, therefore, to speak your minds freely and unreservedly on this subject, and I am requested by our great council to assure you that they will cheerfully assist in making any arrangements respecting your lands as shall appear agreeable to your wishes and be calculated to promote your interest and happiness.

“Brothers, this is all I have to say at present. It is of importance to your nations. Deliberate, therefore, and give me your answer as early as possible. I am sensible it is necessary that you should return home and prepare for your spring hunting and I would therefore wish to detain you here as short a time as possible.”

At the conference between the Governor and the Indians the following day, two of the Cayuga chiefs addressed him and stated that they wished certain white settlers to remain on their reservation, and in reply the Governor said, among other things:

“Brothers: As I told you and so did our chiefs, that your

land is your own, it is so; but it is your own secured by a covenant between you and us that our people cannot take it from you without your consent and our great council.

“Brothers: The covenant between us is strong. Whenever the chain began to rust, I brightened it and rubbed it off. Whenever any of the white people attempted to settle upon your lands, we flew like an arrow to your assistance.

“Brothers: Your dish is not very large. It soon may be made very small, if you do not take care of it. If one white man gets a slice here, another slice there, the loaf is soon gone. Brothers, it is our business, as faithful brothers, to take care of this, for when your land is gone, there will be nobody to take care of you. You give to one friend a slice; he promises to pay you money, but he does not pay you. How are you to get it? You will say, ‘We will go to New York to our brothers and complain.’ It is a long journey and will fatigue you much and cost your brothers more money than the dish is worth. Brothers, I only mention these matters to show you that we must take great care of you and that things must be so secured that when any money is promised to you, it must be paid. Our great council must take time to think of this matter.

“Brothers: I know you are good warriors and good hunters — better than our white people are; but you do not understand these other matters as well as our great council. They will consider of them and do what is right and best for you.”

At a meeting of the Governor with the Cayuga Indians, held at Deniston’s Tavern, Albany, February 18, 1794, Key, a Cayuga chief, made a speech in which he said:

“Brothers: We observed to you when we met here the other night that we had a part of our land, which we wished you to take the care of and pay us for it. Brothers, at that time, when we mentioned to you to take that part of our reservation, we expected an answer from you. You have frequently observed to us, brothers, that we should open our minds freely to you. It seems, brothers, as if you had not taken

that matter into your consideration. We expected that you would have given us an answer whether you would take it or not, that we might give an answer to our people that are at home.

“Brothers: We wish you to continue to open your ears. We wish you, brothers, with your chiefs now present to give us an answer whether you choose to take it or not.

“Brothers: Continue to open your ears. Now, brothers, we have frequently, since we came to this place, opened our minds to you and told you what we wanted. We now wish you would open your minds freely to us and give us your answer.

“Brothers: We have also frequently observed to you concerning five of your white people, who live on our reservation. Two of these people — Mr. Paine and Mr. Gerhart — these two we insist shall remain. As to the other three, you may do as you please. We have also handed you some papers concerning these people. We would now wish your direct answer.

“Brothers: What we say to you now is the voice of the whole nation, agreed on before we left home. You see here our principal chiefs and the women to whom the lands belong. We therefore wish that the two we speak of may remain. As for the other three, we will leave it with you and join in anything you do.

“Brothers: We wish you to pay particular attention to what we have to say. Here are several of your chiefs and a good many of ours and this is the voice of our whole nation.

“Brothers: I have frequently met with you at your houses in New York and talked with you on this subject. You have promised me that you would protect us in our reservation. Now, Brothers, we hope that you will hold us fast with both hands and continue to protect us.

“Brothers: We wish you to pay particular attention to everything I say. I pay particular attention to what you say. Our land belongs to our women. You have said that you would do anything in your power to make our pots boil better. This, we think, will do it. This man Paine lives

near us. We wish he might live on our lands as long as he lives.

“Brothers: We wish that you and your chiefs here present would take into consideration in regard to Mr. Paine, that he might have his dish according as we formerly mentioned. He promises to build a mill, that we should have our grinding free forever. He also promises to pay us \$500 as soon as we turn ourselves to go home, if we can have the business completed now here, and this is the reason why we are so anxious to have it finished.

“Now, Brothers, we wish you to pay attention concerning Mr. Gerhart. This man has remained five years with us and has been always ready to mend our tomahawks, guns, and hoes. He also was always ready to help us with our victuals when we were hungry.

“Brothers: You have now heard from this man. It was not the stories of the little birds. Now, we are here face to face. It is the voice of our women and the whole nation.

“Brothers: We are not strangers to one another. We have spoke to one another before and now speak again. We wish you to pay particular attention to what we have said.

“Brothers: You have told that we should be provided with a blacksmith to mend our guns, tomahawks, etc., but you have not sent us one; but we have found one. Now, Brothers, you see us face to face. Our chiefs are all here. We wish you would sign the writing we gave you concerning Gerhart and also that concerning Paine.

“As we are now turning our backs and going home, we have only one word more to say, which is concerning John Harris. He is not moved off. We are not satisfied to have him remain on the reservation. He has always talked with the chiefs at Buffalo creek. Let them provide him with a place. He occupies a great deal of our property; gets a great deal of money for the ferry and never gives us any of it.

“Brothers: We are sensible of the agreement that you have made with us at this place. Our women now here and our chiefs who were present at that time you reserved a certain part of our land for our own use.”

To which the Governor replied as follows:

“Brothers: I have listened attentively to what you have said and I heard and perfectly understand it. This you will be convinced of by my answer.

“Brothers: I met you at this place and kindled a council fire four or five years ago. Some of you who are now present were at that meeting. They will remember what passed between us at that time. They will recollect that we met to consult on our mutual concerns; that the agreement then made was to be binding and to last forever. You have a copy of this agreement. Look at it and you will find what we there agreed upon. We were a great while together consulting on this business. It was of importance to you and your posterity. The sun rose and set many times while we were in council. I then told you that you had more land than you could take care of and that, if your dish was too broad, it would be difficult to keep the white people who were settling around you, off it. You wished to keep it much larger. I told you you were wrong and wanted you to sell the lands you now offer. Not that we wanted it. We had land enough; but because it would be best for you to part with it, as the dish you wished to live on was separated from it by the waters. Our brothers and sisters wished, however, to keep it. They said the bones of their ancestors were laid there, and after you said this, we mentioned no more about it.

“Brothers: Small as your dish is, after we made the agreement, you found our white people getting on it. As soon as you complained to me of it, I sent some of our chiefs and turned them off and pulled down their houses. The papers you have now shown me are my orders to our chiefs for this purpose; but Brothers, every now and then you take some white people to live on your land and afterwards complain to me and want them turned off. John Harris, whom you now complain of, I never sent to live on your lands. You invited him there yourselves. That has often been the case with others. We have always kept the agreement with you. Everything we promised we have faithfully performed. We have every year paid you the money we promised you.

“Brothers: I desire you to pay particular attention to what I am now going to say. Last winter you came to New York to me. Our brother, who was then your voice, is dead; but some of you now here were present. You complained that some of your people at Buffalo creek were selling your land to the white people. You told me that you could not spare any of your dish — that it was small enough. I answered you that by the covenant between us, it could not be sold. You told me that the white people came among you and they often took the advantage of you in your unguarded moments; that you were not fit to take care of your lands. You wanted me, therefore, to make the covenant stronger so as to put it utterly out of your power to sell any part of your dish. I told you to go home and remain in peace; that no man could break the covenant; it was so strong already; that if any white people settled on your land, my arm was strong; that it could reach them and I would drive them off and protect you. You have found what I said to be true. You remained ever since undisturbed. You have now come to see me again and if I had not seen you face to face, I should have thought that it was the stories of the little birds. You now tell me that your dish is too large and you want to part with that part that lies to the west side of the lake.

“Brothers: I have laid everything you said to me at our last meeting before our great council and they are now deliberating on this subject; but this is a matter of great importance. It concerns your women and children and your children’s children. It ought not, therefore, to be determined on too suddenly. I have set down all that you have said in writing, and laid it before our great council. No one man can alter our agreement. It is so strong. Your business is too important to be decided on in a day or in a short time. It took us more than twenty suns to make this agreement. It must take us, therefore, a longer time to deliberate on this matter than you can spare to stay here. I will send you an answer, brothers, you cannot do business that concerns your posterity too hastily. You have already changed your minds more than once. It may change again. We must take care that you do not change it to your disadvantage. If when

we consider of this matter, we find it will be of service to you, we will take some of your dish.

“Brothers: The last night I met you in council, I understood what you said concerning the people settled on your reservation, and have laid it before our great council; but, brothers, the matter must also be well considered. If our great council find it will be for your interest to let these people have a dish, they will do it. The blacksmith promises very fair; so does Mr. Paine. He is a very good man; but brothers, John Harris was a very good man when he went to live among you. You must take care to keep these men good. Suppose the blacksmith should, after having a dish secured to him, refuse to mend our sisters’ hoes or the warriors’ tomahawks; or Mr. Paine should refuse to grind your corn; how could you make them do it? If they should refuse, it would cost you a long journey to complain, and me a great deal of money. This has often happened. You, therefore, understand all you have said, but these things cannot be done in a hurry. You must, therefore, prepare to go home, rest your minds in peace and wait for an answer, and when it comes, it will be for your good. We will give you a staff to go home and something for our sisters, and whether you receive the money you expect from Mr. Paine, this year or the next, it will make little difference.

“Remember, Brothers, if you part with your dish you can never get it back again. If I had complied with your request last summer and made the agreement so strong that you could not part with your dish, it appears that you would be dissatisfied, for you now want to part with some of it. This must convince you that we must take time to consider well before we alter our old agreement or make any new one.”

At a meeting of the Governor of Albany, on March 13, 1794, with the Cayugas and Onondagas from Buffalo Creek and the Grand river, in which the Little Cayuga Chief expressed a desire that commissioners should be appointed to meet with the Indians in a great council, Governor Clinton replied, saying:

“Brothers: It would take more time than I can at present spare to relate all that has passed between your nations and

me since the close of the late war. It is necessary, however, to remind you that as soon as peace was restored, I kindled a council fire at Fort Stanwix and invited you to meet me at it. The Oneidas and very respectable deputations of all your other nations assembled at that place. We shook hands and embraced each other as brothers. We wiped away the blood that had been shed in the war. We condoled each other for our mutual losses and dried up our tears. I pulled up the briars and brambles that had grown up * * * between us and removed every obstruction in the way, that we might renew our former friendly intercourse. We revived the ancient covenants that had existed between our forefathers. We brightened the chain of friendship. I invited you to return to your lands and enjoy your country and assured you of our protection and good will. I explained to you our Constitution and laws, showing you that we had taken great pains to preserve for you your lands, and to prevent your being defrauded, that no person could purchase of you without the consent of our Government. We spent many days together. We reminded each other of our former customs, which we determined to abide by, and then parted mutually satisfied with this happy meeting.

“Brothers: Notwithstanding this, it was not long before we heard that you were trying with some of our young men for the sale of almost the whole of your country and that you had actually entered into some agreement with them concerning it. This was so contrary to our laws and former customs and what had been so lately agreed upon between us, and might be productive of so much mischief, that it became our duty to interfere and prevent it. I accordingly kindled another council fire at Fort Stanwix and invited you all to attend in order to rectify this error. Some of you — the Oneidas and Onondagas only — attended. We had explanations with each other in that friendly manner as becomes brothers when any misunderstanding arises between them. Your people saw that they had done wrong. They were sorry for it. We then entered into a new and strong covenant, never to be altered or violated. It was well understood. It was pleasing to both parties. It was to last forever.

“ The winter following, the Cayugas who remained in their own country, met me at a council fire at this place and made a similar covenant with me. I then hoped that everything was finally adjusted to general satisfaction; but it was not long before I was informed that some of your nation, who had left their country and resided at Buffalo Creek, were not contented with these agreements because they were not present at their completion. These council fires were kindled at the places where our ancestors usually assembled to transact public business. I invited you all to attend. I could do no more. I could not force you to meet. I did everything that was proper or necessary on my part. Notwithstanding, being actuated by an earnest desire of promoting harmony among you, which I considered essential to your happiness, I determined to kindle another council fire at Fort Stanwix, which I did about three or four years ago, and at which the Fish Carrier and all the principal chiefs of your nations, together with Captain Brandt and a number of our brethren of the Mohawks, attended on this nation.

“ Brothers: You may very well remember that we conversed upon our former transactions; that after perfectly understanding them, they were solemnly ratified and confirmed by your chiefs in the presence of Captain Brandt and all the nations then present; that we signed and sealed them and each party took a copy, that what had been done might not be forgotten even by our posterity. This covenant was perfectly understood and was solemnly ratified. I had reason to expect it would be faithfully observed by all parties. On our side it has been kept without the least deviation. Everything we promised, we have faithfully performed and shall continue to do so. It was, however, not long before we heard that you were trying with some of your young men at Newton Point and had leased to them the lands reserved for your use. This, brothers, was so contrary to our agreements and so repugnant to our former customs and to our laws that we could not consent to it, and the lease was accordingly declared to be void by the President of the United States. We were soon after informed that this gave you some dis-

satisfaction because you wished to sell or lease your lands. General Chapin, who is now present, mentioned it to me last year and I communicated it to our general council, then sitting in New York; upon which they appointed three commissioners — one of them was General Chapin — to confer with you on this subject in order that your minds might be made easy. These men went to your country last fall on this business; but it seems you did not listen to their voice for they did not find you there.

“Brothers: You must be sensible that this is a short, yet a true detail of every transaction that has taken place between us, and I conceive it proper to remind you of it to remove any improper impressions which the stories of the little birds may have made on your minds. These birds are the emissaries which designing men generally employ to create strife between brothers and to promote their own interested views. Our Government has never listened to the stories of the little birds. They always have dealt and always will deal faithfully and honestly to you, and your own reflections must convince you of it.

“Brothers: Open your ears and listen attentively to what I have to say that you may be able to repeat it to your chiefs and warriors and to your women when you return home. They are but a few words. They are, however, strong and must be pleasing. They come from the heart. Our Great Council, who are now sitting in this place, hearing that you had not met the men whom they had sent into your country last summer to confer with you, and being still anxious to promote your interests and happiness, requested me to send a message to your different nations to invite a deputation of each to attend at this place, that they might hear from your own mouths if there was anything that disturbed your minds, or that they could do to advance your welfare. This message I accordingly sent. The Onondagas and such of your nations as reside in their respective countries, attended and left this place on their return home before your arrival here. Our Great Council requested me to assure them, as I now do you, that they continue the strongest friendship for your nations;

that they will protect and secure them in the possession and enjoyment of their reservations according to the several agreements made with them, and are ready to make any further disposition thereof for their benefit whenever the wishes of your respective nations shall be made known for that purpose.

“ This, brothers, is all I have to say to you. As to the place at which business is to be transacted between you and us, this, according to the custom of our ancestors, must be left to our Great Council to determine, as well as the time. You cannot doubt but that they will study our mutual convenience as was always the case with our forefathers.”

The little Cayuga chief replied to the Governor as follows:

“ When we came here, we were not instructed to deliberate on general matters. This is reserved for the Great Council, which we desired to be held at Buffalo Creek and to which we entreat you to send commissioners. We wish the superintendent, appointed by the United States, General Chapin, to be present and see justice done us in our negotiations, as we look on him as our father. We do not expect that he will confine his care to us only, but that he should be a mediator between both parties.”

Governor Clinton made some further remarks to the Indians in reply to a speech made by Clear Sky at Canandaigua to General Chapin — now delivered to the Governor.

“ This message says that we treat with boys for their land and not with the owners and that we want to defraud you out of it. Our brothers who live at your ancient seat speak differently. They say that you have left your country and now want to sell the land that they lived on and have taken care of.

“ Brothers: I do not meddle with your disputes. I wish to reconcile you to each other and do equal justice to both parties. It was for this purpose I formerly kindled a second council fire at Fort Stanwix. Some of you were there. I recollect your faces, and you know the pains I took to recon-

cile you to each other and do you equal justice. It was with this view also that I now sent for your principal chiefs, who were authorized to transact your business. My message was to your nation and I desired the nation to invite each other in order that harmony might be restored among you.

* * * Your chief at a great distance says that we want to defraud you. Now, we are face to face. I call upon you to point out a single instance in which we have not acted fairly, openly and honestly with you as brothers do with each other, or in which we have failed to faithfully fulfill our agreements with you. Speak freely, brothers; this is the best way to preserve friendship; because, brothers, if you can convince us that we have done wrong in any instance, it is in our power to correct it and we wish to do it.

“Brothers: We never desired to buy your reserved lands. It was our duty to protect you in the enjoyment of them according to the covenant between us. This we have always been ready to do; but your friend, General Chapin, said that you were discontented; that you wanted to sell or lease your lands, and this induced our Great Council to send men among you to confer with you on the subject. He was one of them. He is now here, present. I call upon him to mention whether this is not true. Our commissioners sent messages to you to meet them at a council fire that they were about to kindle in your country. You did not listen to their voice. It seems you could not conveniently attend. They could only invite you. They could not force you to it. They accordingly met your brothers, who lived upon the land and conferred with them. This they did not consider as injuring you, and I doubt not, but that they would be able to explain their conduct in the most satisfactory manner, if your chiefs, who were now invited to attend here, were present to hear them.”

Little Cayuga Chief replied:

“Brother: You requested us to mention the time and place when you have wronged us and the particular instance. As you consider yourself a friend, we will tell you. What we mean is that we wanted your commissioners to postpone the business last year as we were not ready; but they came on

like strong-headed men and treated with boys at Onondaga. The annual payments are made to the Indians residing there also, who wrong the majority of their property. When we speak of you, we only mean the men you sent among us. We have buried the bargain with the Onondagas, as well as those we made with your young men. We hope there will be a new bargain made to the satisfaction of the nation."

The Governor finally replied that the annual payments were made at a certain place on a certain day to such Indians who attended, and that the annuities could not be paid to those who did not attend to receive them, so that, if any wrong was done, it was the fault of the Indians, and stated that he would lay the matter before the Great Council for their consideration, and would communicate with them further.

This resulted in an act of the Legislature of this State, chapter 70 of the Laws of 1795, entitled "An act for the better support of the Oneida, Onondaga and Cayuga Indians, and for other purposes therein mentioned," passed April 9, 1795. The preamble of this act reads:

"Whereas, the Oneida, Onondaga and Cayuga tribes of Indians have sometimes collectively as tribes, and at other times individually, leased part of the land appropriated to their use, to the white inhabitants, and permitted others to settle and improve thereon without lease, which has occasioned controversy between themselves and between them and such settlers. And, whereas, the said tribes respectively have entreated the Legislature to make such arrangement relative to the premises as shall tend to prevent future controversy between themselves and between them and the white inhabitants settled on and occupying the lands aforesaid, and as shall tend to render the same more productive to the tribes respectively."

This act appoints the Governor, General Philip Schuyler, John Cantine, John Richardson and David Brooks, as agents on the part of the people of the State "to make such arrangements with the Oneida, Onondaga and Cayuga tribes of Indians respectively, relative to the lands appropriated to their use, as may tend to

promote the interests of the said Indians and to preserve in them that confidence in the justice of this State, which they have so repeatedly evinced to entertain, provided always, that every arrangement which may affect either any of the said tribes collectively or any individual thereof, or the white inhabitants settled upon the lands so appropriated, shall be adjusted and arranged on the principles following, to wit:

If any of the tribes respectively shall incline that a part of the lands appropriated to their use shall be so disposed of, as that an annuity may forever be paid to them, then and in that case, a tract, such as the tribe so inclining shall designate, and such as the said agent shall deem sufficient extent to accommodate each family with a competent farm for their cultivation and improvement, shall be surveyed and set apart for that purpose," and makes further provision for a survey thereof and for an allotment to the Indians of individual lots, if the Indians shall agree thereto. It further provides that "every lot so appropriated * * * shall forever hereafter be to the use of the said Indians, either collectively by tribes as a body of people, or individually by families as the case may be, and so remain to them and their posterity as an estate or estates unalienable and without power to lease the same."

Section 3 of this act provides that "for the residue of any of the lands beyond what may be appropriated in manner aforesaid (to the use of said Indians) the State agents shall in their discretion stipulate perpetual annuities on the part of the people of this State, to be paid to the Oneida and Cayuga Indians and to be annually distributed amongst those tribes respectively by the Governor, * * * provided such annuities severally shall not exceed an annual interest of six per cent. on the principal sum, which would arise from the sale of such residue, if the same were sold at four shillings per acre."

Thus the Legislature estimated the value of the Indians' interests in these lands at four shillings or fifty cents per acre.

By section 4 of the act, it was provided that "the tract or tracts, for which every such annuity shall be stipulated, shall immediately thereafter be surveyed and laid into lots, not exceeding 250 acres each, by the Surveyor-General * * * and surveys filed * * * to the end that all persons may have recourse thereto, and on every

such map shall be designated any lot or lots which on or before the first day of January last were occupied by any person or persons, and which shall be certified to by the State agents, who have been so occupied, with the names of the occupants, who hold either by lease, where leases have been permitted by law to be granted, or by the free and voluntary consent of any of the said tribes, and such lots shall not be sold, but the remainder or revision shall enure to the benefit and behoof of the occupants hereinafter mentioned, provided that no other occupant, who on or before the first day of January possessed any of the lands by the voluntary consent only of any of the said tribes, shall be entitled to the remainder or reversion of any more than 250 acres."

This act further provides that the Surveyor-General shall without delay sell the lands not to be reserved by the said Indians, at public auction; "provided that none of the said lots shall be sold for less than sixteen shillings per acre." The selling price was four times the price which the agents were authorized to pay the Indians for the lands, and by way of parenthesis, it may be stated that Governor Clinton as chairman of the Council of Revision, sent into the Legislature a veto message on this bill, upon the ground that the disposition of these lands, as directed by this bill, was three-fourths for the benefit of the State, and consequently not a disposition for the sole benefit of the Indians; but the Legislature subsequently passed the act by a two-thirds vote, notwithstanding such objections.

The act further makes provision for the benefit of settlers, occupying not to exceed 250 acres each of the Indian lands by the free and voluntary consent of said Indians, by giving such settlers a pre-emptive right of purchase from the Surveyor-General. The act further provides the form of the conveyance to be executed by the Surveyor-General, to convey "all the estate, right, title, interest, claim and demand whatsoever of the people of the State of New York, of, in and to the said premises" to be conveyed. The act further makes provision for the payment of the first year's annuity to the Indians for the lands so to be acquired, and provides that said commissioners shall report their proceedings to the Legislature.

In the month of July, 1795, Philip Schuyler, John Cantine, David Brooks and John Richardson, commissioners, appointed by the last mentioned act, met the sachems and chief warriors of the Cayuga and Onondaga Nations of Indians at Cayuga Ferry, and on the 27th of July, concluded a new treaty with the Cayugas, which contains the following preamble:

“Whereas, there was reserved to the Cayuga Nation by the articles of agreement made at Albany on the 25th day of February, 1789, and confirmed by subsequent articles made at Fort Stanwix on the 22nd day of June, 1790, sundry lands of which said articles particularly specified and described,”

And it was provided that “in order to render the said reservation more productive of annual income to the said Cayuga Nation, it is covenanted, stipulated and agreed by the said Cayuga Nation that they will sell, and they do by these presents sell to the people of the State of New York all and singular the lands reserved to the use of the said Cayuga Nation, in and by the hereinbefore mentioned articles of agreement, that is to say, as well the lands bordering on and adjacent to the Cayuga Lake, commonly called the Cayuga Reservation, as the lands at Secawyace and elsewhere, heretofore or now appertaining to the said nation (except the lands hereafter particularly excepted and still to be reserved to the said nation or the individual sachem Fish Carrier), to have and to hold the same to the people of the State of New York and to their successors, forever.”

It was therein agreed on the part of the people that for the lands now sold, the State should pay to the Cayuga Nation the sum of \$1,800 and an annuity of \$1,800 forever thereafter in addition to the \$500 which the said Cayuga Nation was entitled to under the previous treaties, said annuities to be paid on the first day of June in every year thereafter at Canandaigua to the agent for Indian affairs under the United States; the lands reserved by this treaty “to the Cayuga Nation and to their posterity forever for their own use and occupation, but not to be sold, leased or in any other manner aliened or disposed of to others, unless by the express consent of the Legislature of the said State”—one parcel of two miles square and another parcel of one mile square,

which is known as the Mine Reservation; also one mile square at Canoga for the use of the Indian sachem of said nation, called Fish Carrier and to the use of his posterity forever.

On the following day, July 28th, a similar treaty was entered into by the said commissioners with the Onondaga Indians, whereby they also ceded to the State certain lands now situated within the city of Syracuse and vicinity, accepting an annuity in consideration therefor. On the 15th day of September, 1795, the same commissioners entered into a treaty with the Oneidas, whereby the latter Indians sold to the State their lands adjoining Oneida Lake, in consideration of an annual annuity to be paid them forever thereafter. Chapter 70 of the Laws of 1795, was the only credential which the said commissioners had, showing their authority to deal with these several tribes of Indians. The said commissioners were only authorized to contract to pay them annuities not exceeding six per cent. annually on the principal sum, which would arise from the sale of their lands to the State at four shillings per acre, and that after the extinguishment of the Indians' title, the Surveyor-General of the State was authorized to sell said lands at public auction at not less than sixteen shillings per acre.

It is claimed by the petitioners that the lands acquired by the State from the Cayuga Nation of Indians under the treaty of 1795, was shortly thereafter disposed of by the State, and that there was realized from such sale the sum of \$247,609.33 over and above the amount paid said Cayuga Nation for said lands. This amount is only slightly in excess of the figures of the State Comptroller and State Engineer and Surveyor, reported to the Land Board.

No deduction, however, is made for expenses of surveys and of sales.

The annuities provided for by the several treaties with the said Indians, above mentioned, have been regularly paid by the State and are still being paid.

The Senate Journal for 1796, at page 44 shows that on February 19th "the report of the agents appointed by law to negotiate the purchase of certain lands, appropriated to the use and occupancy of the Oneida, Onondagas and Cayugas, was read and committed to a committee of the whole." (I have made a careful

search for the report of these commissioners, but up to the present time, I have been unable to find the same or a copy thereof.) And on the same day the committee reported that a bill should be brought in to carry into effect the contract made by said agents, and a special committee was appointed to prepare and bring in a bill for the purpose. (See Page 48.)

Pages 50, 51, 53, 54, 58, 59, 78, 79, 80, 97 and 98 show that a bill was introduced and after thorough discussion was passed with the consent of the Council of Revision.

The Assembly Journal for 1796, shows the matter was also fully considered in the Assembly. Chapter 39 of the Laws of 1796, being entitled "An act supplementary to the act entitled 'An act for the better support of the Oneida, Onondaga and Cayuga Indians * * *,'" expressly ratifies and confirms all of the agreements made by the above-named commissioners with the Oneidas, Onondagas and Cayugas, contained in the several treaties with them, dated July 27 and 28 and September 15, 1795, and directed that the annuities provided for in said treaties should be annually thereafter paid by the treasurer of the State on the warrant of the Governor.

The Senate Journal for 1797 contains the report of Philip Schuyler and other commissioners to the Legislature, dated Albany, January 16, 1797, wherein they state that the Surveyor-General's return to them shows that all the lands purchased from the Cayuga Indians (in 1795) were sold, amounting to 44,304 acres, inclusive of 10,993 acres to which the right of pre-emption had been certified by the commissioners in favor of the occupants, as directed by law; but some of the lots which had been sold had reverted to the State by default in payment by the purchasers, and the commissioners asked that an appropriation be made by the Legislature for the payment of annuities due the Indians on June 1st, next. Accordingly chapter 83 of the Laws of 1797 was passed, providing for the payment of such annuity.

On March 7, 1801, Governor John Jay sent a special message to the Legislature (see page 62, Senate Journal, 1800-1801), stating that a number of chiefs and warriors had waited upon him and "that they were authorized and requested by the Cayuga Nation to inform me that, having finally agreed among them-

selves to sell to this State the lands reserved to them, they were now satisfied and desirous that further measures should be taken for that purpose, and that they were authorized and desired by the Onondaga Nation to inform me of their desire to sell their reserved lands to this State."

The Senate Journal for 1807 shows a message from Governor Morgan Lewis at page 32, reading as follows:

"Gentlemen: Some of the chiefs of the Cayuga Nation of Indians are at the seat of government for the purpose of offering their reserved lands near Cayuga lake for sale to the State. I have requested Messrs. L'Hommedieu and Taylor, two gentlemen of the Senate, conversant with Indian affairs, to have a conference with them on the subject. They have had such conference and will be enabled to lay the results before the Legislature.

"MORGAN LEWIS."

Albany, 13th February, 1807.

The Senate Journal of 1807, at page 34, shows that Mr. L'Hommedieu, from the committee to whom was referred that part of the Governor's message, reported that "the agents from the Cayuga Tribe are attending at the seat of government for the purpose of disposing of their two reservations of land, and that in the opinion of the committee it will be for the interests of the State that a purchase of those reservations be made, for which purpose the committee purpose a resolution authorizing the Governor to make a contract with the agents of the Cayuga Indians now in this State for the purchase of the said two reservations, and that the Legislature at their present session will make provision on the part of the State for the performance of such contract."

Such resolution was passed, and Governor Morgan Lewis, on February 26, 1807, duly entered into an agreement with the agents of the Cayuga Indians "authorized by their tribe and now attending at the seat of government as is asserted by them and their interpreter Jasper Parrish, who is the superintendent of Indian affairs in this State, to sell and cede to the people of this State their two reservations of land at Cayuga, containing three thousand two hundred acres for the sum of \$4,800," and Governor

Lewis accordingly, on the part of the State, agreed to purchase such reserved lands for such sum, to be paid by the said Jasper Parrish for the use of said tribe at Canandaigua, on their executing a deed of cession to the State.

The Senate Journal for 1807, at page 74, contains a further message from Governor Lewis of March 6th, in which he states:

“Pursuant to the concurrent resolution of the two houses of the 16th ultimo, I have contracted with the Cayuga Tribe of Indians for the purchase of their two reservations, amounting to three thousand two hundred acres of land at one dollar and fifty cents per acre, to be paid to them at Canandaigua on delivery of the title deed, duly executed by the persons authorized by the customs of their tribes to sell their lands.”

* * *

“Certain chiefs of the Oneida Nation are now at the seat of government, offering for sale about twenty thousand acres of their reserved lands. I wish the sense of the Legislature on this subject.”

Accordingly chapter 72 of the Laws of 1807 was passed, reciting that the Governor had made a contract with the agents of the Cayuga Nation of Indians for the purchase of their reservation of land on the east side of Cayuga lake, containing three thousand two hundred acres, for the sum of four thousand eight hundred dollars, to be paid to the said nation on or about the first day of June next on his being previously notified that the deed for the conveying of said land to the people is duly executed by the sachems, chiefs and warriors of the said nation, according to their usual custom, and ready to be delivered on the payment of the sum above mentioned, and providing an appropriation of four thousand eight hundred dollars to pay for said lands, and directing the sale of said lands by the Commissioners of the Land Office on the terms directed by the Surveyor-General for the sale of unappropriated lands.

On May 30, 1807, a deed was executed by the Cayuga Nation of Indians and duly signed by their chiefs, sachems and warriors, which deed recites the reservation made to the Cayuga Nation on July 27, 1795, of two tracts of land — one of two miles square and another of one mile square — to their own use and occupa-

tion; but not to be sold, leased or in any other manner aliened or disposed of to others, except by express consent of the Legislature; that the said two tracts of land have been laid out and surveyed in manner aforesaid and occupied by the said Cayuga Nation, and “whereas the said Cayuga Nation of Indians have signified their desire to remove from the said lands and to dispose of their interests therein to the people of this State for the sum of four thousand eight hundred dollars, which sum the Legislature have accordingly agreed to pay the said Cayuga Nation for their interest in the said two reservations of land,” and “by said instrument said Cayuga Nation, in consideration of four thousand eight hundred dollars, do sell and release to the people of the State aforesaid, all of their right, title, interest, possession, property, claim and demand whatsoever of, in and to the said two tracts of land,
* * * one commonly called the Cayuga Reservation, the said tract being two miles square, and the other tract being one mile square — which two reservations contain all the lands the said Cayuga Nation claim or have any interest in in this State.”

The \$4,800 consideration, expressed in the deed of May 30, 1807, was duly paid and distributed among the Cayuga Indians and the deed duly executed and delivered to the State. I do not understand that any claim is made under the treaty of 1807, but that the whole claim of the Indians is under treaty of 1795. The minutes of the Commissioners of the Land Office show that on April 30, 1807, the said commissioners directed the Surveyor-General to survey the lands last purchased from the Oneida and Cayuga Indians, which was done. The lands were thereafter sold by the Commissioners of the Land Office.

By an act relative to the Indian Tribes or Nations of Indians within this State, passed April 10, 1813 (chapter 92 of the Revised Laws), the Indians were prohibited from selling or otherwise disposing of, and all persons prohibited from purchasing from the Indians without the authority and consent of the Legislature, any of the Indian lands, or to settle thereon under penalty of fine and imprisonment, and it was further provided that all the agreements and stipulations heretofore made with the Oneida, Onondaga and Cayuga Indians in the several articles of agreement, dated July 27 and 28 and September 15, 1795, and also the

contract made by the Governor with the agents of the Cayuga Nation of Indians for the purchase of their reservation of lands on the east side of Cayuga lake, containing three thousand two hundred acres, for the sum of four thousand eight hundred dollars, and all deeds executed or declared to be ratified and confirmed and the payment of the annuities therein stipulated was further provided for.

A further treaty between the State and the Cayuga Indians was held at Albany on February 28, 1829, between Governor Martin Van Buren and the chiefs and sachems of said tribe, which treaty was also signed by Isaac Deniston, agent of Indian Affairs, and also by Martin Lane. This treaty recites the previous treaties or agreements made with said Indians on February 25, 1789, and July 27, 1795, and at the request of said Indians a change was agreed to be made in the payment of the annuities of \$2,300, which had previously been distributed among the Indians by the agents of Indian Affairs, appointed by the United States, residing at Canandaigua, which payment, the treaty states, was attended with considerable expense and inconvenience to said nation of Indians and it was agreed that thereafter the said \$2,300 should be paid upon the draft of four of the principal chiefs of said nation drawn on the Indian Agents at Albany, "and the said Cayuga Nation of Indians do hereby forever release and discharge the said people of the State of New York from the payment of the moneys payable by the said treaties to the said agents of the United States residing at Canandaigua."

The first law, empowering the Commissioners of the Land Office to deal with the Cayuga Nation of Indians in any manner whatsoever was chapter 234 of the Laws of 1841, which in the case of the People ex rel. that portion of the Cayuga Nation of Indians residing in Canada v. The Board of Commissioners of the Land Office, Judge Danforth in the opinion of the court, (99 N. Y. 648) states that the learned counsel for the Indians alone rely upon, as not only conferring jurisdiction upon the Commissioners of the Land Office to entertain a claim referred by these relators to a portion of said \$2,300 annuity and giving the respondents a standing before the commissioners; but as so qualifying their determination as to render it the subject of review by a judicial tribunal.

By the fourth subdivision of the first section of this act, the commissioners were authorized "to hear and determine all questions which may arise in relation to moneys under the control of this State, belonging to any Indian tribe or nation, or any individual Indian or his descendants, or any part or portion of them, and all questions that may arise between the various parties of such tribe or nation in relation to any of their lands in this State or the avails thereof." And also by section 5 they were authorized to make such treaties, contracts and arrangements with any tribe or nation of Indians, or with any party or portion of them, or with any individual Indian or Indians, who have any claims upon any lands in this State, or any moneys belonging to them under the control of the State, or for the purchase of any portion of such lands as the said commissioners may deem just and proper, or in relation to the expense of laying out and keeping in repair any public road passing through any portion of the lands occupied by said Indians.

By section 2 it is provided that "all moneys directed to be paid said Indians or any part or portion of them by virtue of this act shall be paid by the treasurer of this State upon the warrant of the comptroller to said Indians or such part or portion of them as shall be justly entitled thereto, in manner as now provided for by law." And section 3 provides that "no act of the Commissioners of the Land Office to be done under and by virtue of the first section of this act shall have any force or effect until the same shall be approved by the Governor of this State."

Chapter 37 of the Laws of 1850 provided by section 7 that the Commissioners of the Land Office should annually report to the Legislature all their proceedings under all acts conferring upon them powers in reference to Indian affairs. "Those provisions," says Judge Danforth, "seem to contain the general policy of the law, which in 1783 (Laws, 6th Session, page 290) vested in three commissioners power to superintend and conduct the affairs of the Indians, but whose acts were to be submitted to the Legislature for confirmation before they could become valid, and in 1784 (Laws of the 7th Session, page 27) authorized the Governor and three commissioners to enter into such compacts and agreements with the Indians within the State as might be for the interests of

the public. These statutes relate to the same subject, to the same class of persons and transactions, they are therefore *in pari materia*, and although made at different times and not referring to each other, must be taken and construed together as forming one system and as explanatory of each other, for it is to be implied that they are intended to be harmonious and consistent. (Rex v. Loxdate, 1 Burrows 445; Smith v. The People, 47 N. Y. 330.)”

The claim of the Cayuga Indians for “profits” on the sales of their lands by the State was originally presented to the Legislature on March 16, 1853, by a memorial of Dr. Peter Wilson, a highly educated chief of the Cayugas and a representative of the New York band. (It was he who led the opposition to any division of annuities with the Canadian band.) It forms Senate Document No. 56 of 1853 and covers every part of the present claim. The following extracts are taken from this memorial:

“In the sale of the lands once owned by our people, the State made a large profit. * * * That which conduced so much to the present greatness of your State, produced not but disaster to the Indians. Virtually driven from their homes, the associations which had united them and held them together as a nation, broken up and destroyed, they become separate and wandered to different regions; some went to the far west, while others found a temporary home among their brethren, the Senecas.

“The Senecas, forced to part with far the greater share of their inheritance, could not, with justice to themselves, admit the Cayugas to a participation in their lands or the price for which they were sold. The Cayugas are poor; they possess far less advantages for improvement, than are enjoyed by the rest of the Iroquois. * * * We are unwilling to believe that the State has desired to speculate upon our ancient heritage or profit from that which has come into her hands as guardians of our people. We ask that there may now be given to us such sums of money as may be found justly our due, after deducting from the price for which the state sold our lands, the amount originally paid the Indians, together with the cost of survey and the expense attending their sale. Anything less than this would be a violation of the

fundamental principle in the policy of the State, as expressed in treaties with our people and otherwise proclaimed to the world. You were our guardian; you have made a great profit out of your ward which you do not allow in the case of your own people. In other instances, the State has recognized this principle and acted upon it. Why should the Cayugas be made an exception? The money that we may be found entitled to receive is needed to aid in procuring for the scattered remnants of our people within the jurisdiction of the United States, homes where they may hopefully engage in the arts of civilization, in establishing schools."

The foregoing petition of Peter Wilson was referred to the Senate Committee on Indian affairs who on June 9, 1853, reported by Senate Document 81 of 1853, favorably on said petition (for copy of their report see appendix) and they also reported a bill, entitled "An act to establish a fund for the benefit of the Cayuga Nation of Indians," which was read twice and committed to the committee of the whole, who never reported thereon.

Dr. Peter Wilson, as Grand Sachem of the Six Nations and representative of the Cayugas of New York, renewed the claim of the Cayugas of New York, for "profits" in 1861 (see Senate Document 50 of 1861), and again the claim was reported favorably upon by the Senate Committee on Indian Affairs by Senate Document 49 of 1861, in the language of Senate Document 81 of 1853, and they again recommended the passage of a bill presented by them entitled "An act to establish a fund for the benefit of the Cayuga Nation of Indians residing in this State," which was considered by a committee of the whole March 21, but not reported on. Not acted on in Assembly.

The claim of the Cayuga, Oneida and Stockbridge Indians to "profits" is considered in a (the following) report of the Assembly Committee on Indian Affairs, Assembly Document 122 of 1861:

REPORT

OF THE COMMITTEE ON INDIAN AFFAIRS ON AN ACT ESTABLISHING A FUND FOR THE BENEFIT OF THE STOCKBRIDGE INDIANS, AND FOR THEIR RELIEF, ETC.

The committee on Indian affairs, to which was referred the Senate bill entitled "An act establishing a fund for the benefit of the Stockbridge Indians, and for their relief;" also the "petition of Daniel Skanandoah and others, head men and sachems of the Oneida Indians, praying for relief," have had the same under consideration and submit the following:

REPORT.

That the Stockbridge Indians, about three hundred in number, now reside in the State of Wisconsin, to which, when a territory, they removed from the State of New York, about the year 1823. That they are the descendants of the Mohegans (Mo-he-kan-e-uk) of New England, who, prior to the year 1800, asked and received from the Oneidas the free gift of a small tract of land in the territory of the Oneidas. This was afterwards known as the Stockbridge Reservation, situated in the counties of Madison and Oneida, the title to which was afterwards, and before the year 1800, confirmed to said Stockbridge Indians by the State by treaty.

And your committee further report that, in the year 1822, the State, by treaty, purchased of said Indians the Stockbridge Reservation, and afterwards resold the same in parcels, at a net profit, as near as can now be ascertained of \$79,130.41. That, in the year 1848, a resolution was adopted by the Assembly asking for information upon this subject, in answer to which the following statement was given. (See Assembly Document 53; Assembly Documents 1848, volume 2.)

The amount for which the lands of the Stockbridge	
Indians were sold by the State.....	\$146,346 23
Estimated cost of surveying, appraising,	
and selling the said lands.....	\$1,538 00
Amount of payments to the Indians, for	
annuities, etc.....	65,215 82
	<hr/>
	\$67,215 82
	<hr/>
Net proceeds.....	\$79,130 41
	<hr/> <hr/>

And your committee further report, that appropriations have been made since said payments by the State, for the benefit of said Indians, for the reason and upon the ground that the State had received the amount of profit upon the resale of their lands, as follows:

In the year 1846.....	\$4,000
In the year 1848.....	6,000
In the year 1850.....	30,000

Or the sum of forty thousand dollars, about one-half of the whole amount of the profits which accrued to the State from the resale of said lands, exclusive of the interest.

The petition of the Oneida Indians above mentioned, refers to and commends the objects of this bill, and then asks the State to make a similar appropriation for the benefit of the Oneida Indians, of the net profits made by the State on the resale of the lands acquired from them by treaty, and afterwards resold in the same manner.

Your committee are also made aware of the fact that a similar bill is now before the Senate for an appropriation for the benefit of the Cayuga Indians, whose lands were acquired in the same manner, and resold at a like profit; and there is no doubt that the Onondagas and Senecas will in due time present similar claims, resting upon precisely the same grounds. The Mohawks having joined their fortunes with the British in the War of the Revolution, and abandoned their country at its close, have never had any land transactions with the State; but they are not for that reason, in the opinion of your committee, cut off from all claim upon the

State, under the principle recognized by the former appropriations to the Stockbridge Indians. The State cannot rightfully disregard the ancient proprietary connection of the Iroquois with the soil of New York.

Your committee has not the requisite information as to the profits realized by the State upon the resale of the lands acquired from the Oneidas, Onondagas, Cayugas and Senecas, and therefore cannot indicate, even approximately, the sum which would be sufficient to place these native nations upon an equality with the Stockbridge Indians at the present time, the latter having now received one-half of these profits; but the sum would be large. The Senecas have, at different times, sold lands to the State, but the bulk of their lands were acquired by the grantees of the preemptive right, which the State of New York most unwisely transferred to Massachusetts, and which the latter sold to a private land company or land companies.

It is clear to your committee that, before further appropriations are made for the benefit of the Stockbridge Indians, the claims of the Oneidas, Onondagas, Cayugas and Senecas should be considered, the facts in each case collected, and the same justice be admeasured equally to all. Your committee are under the impression that the last named Indians have never received any appropriations of this description.

Your committee would further recommend that all appropriations which may hereafter be made for the benefit of any of the Indian nations of this State, or of those who have removed from it, should be in the form of an annuity, the principal to be retained, in all cases, in the treasury, as a fund for their benefit, and that the annuity cease and determine when the nation is disorganized, and its members are so far absorbed as to lose their nationality or their social connection as an Indian community.

The several nations which originally constituted the confederacy of the Iroquois are now divided and dispersed, but they still retain in their different localities their nationality and their political associations. A small portion of the Oneidas still reside in Oneida county, but the body of the nation are located on Grand river, in Canada West, and near Green Bay, in the State of Wisconsin. The same is true of the Onondagas and Cayugas, and the distribution is the same without the State; while a small portion of the

former still reside at Onondaga, and of the latter, with the Senecas in western New York. On the other hand, the greater part of the Senecas still reside in this State, a small portion have settled on Grand river, and still another in Kansas.

The equitable claim of these Indians follows them to their new homes, and there is no good reason why they should not share equally in the justice and beneficence of the State. Their voluntary withdrawal from the land of their fathers was one of the necessities put upon them by the establishment of our sovereignty over their ancient possessions, and the occupation of their country by our people.

Upon the question of returning to these several nations the profits paid into the treasury of the State upon the resale of their lands, there can be no reasonable doubt of its propriety and justice, in the opinion of your committee, and this conclusion is based upon the following ground; that the right to purchase Indian lands, which was made a prerogative of the crown by King James II., and a prerogative of this State, at the era of our independence, having been assumed by the State, the Indians were thus deprived of the right, enjoyed by every citizen, of selling their lands at their market value. The withdrawal of this right from the Indians was justifiable, as a means for their protection, but the State ought not, in justice or equity, to use this power as a means of profit to itself. The primary, and the only legitimate, advantage to the State should be found in the opening of these lands to settlement and cultivation on the one hand, and the protection of the Indians from fraud and injustice on the other.

For the reasons above stated, your committee have concluded to report this bill without recommendation, with the statements contained in this report, for the consideration of the house.

All of which is respectfully submitted.

LEWIS H. MORGAN,
A. J. BERGEN.

The undersigned assent to the main points in the above report, setting forth the history of said Indians and what the State has done for them, but dissent from that part recognizing any legal

or equitable claim upon the State for the profits arising from the survey and sale of the lands purchased of said Indians; believing that no legal or equitable claim exists against this State for profits so made, any more than against the General Government for profits arising from the sale of all our public lands, which in like manner were obtained of the Indians at nominal prices.

O. P. SCOVELL,
SAMUEL E. LEWIS.

Albany, April 2, 1861.

Again in 1861, the New York Cayugas through Dr. Peter Wilson presented a memorial, asking the State to make good to them alone the identical "profits." (Senate Document 50 of 1861.) It was reported upon favorably by the Senate Committee on Indian Affairs (Senate Document 49 of 1861), and a bill was introduced in the Senate to direct the Comptroller to place to the credit of the Cayuga Nation of Indians, residing in this State, such sum of money as has been received by the State from the sale of lands lying within the tract known as the Cayuga Reservations, deducting from such sum the amount paid to said Indians therefor and the expenses of the surveys and sales. This bill also failed.

In 1890 and 1891, following an investigation by the Legislature of the Indian problem and of the claims of the Canadian Cayugas to share in the Cayuga annuities, bills were introduced by Senator Vedder, chairman of the Committee on Indian Affairs, providing that the Cayugas should no longer be treated as a nation, tribe or distinct people and appropriating money to said Indians to be divided among the Cayugas in this State, in Canada and in the Indian territory. Although both these bills passed the Senate, they failed in the Assembly.

In 1895, a similar bill to those of 1890 and 1891, was introduced with some slight changes and later a bill (Int. 344 of 1895), to confer jurisdiction on the Court of Claims to hear and determine the claim of the Cayuga Indians against the State for profits realized on the sale of their lands to the State. This bill was introduced on behalf of the Canadian Cayugas, but was amended to provide for the claims also of the New York and Missouri Cayugas. These bills also failed.

The present attorneys for the Cayuga Nation in this State attempted in the first instance to secure payment of their long-standing claim by causing the introduction of Senate Bill 678 of 1905, for the appropriation of \$36,400, "in consideration of profits accruing to the people of the State, in the purchase and sale of lands heretofore belonging to said tribe of Indians." This did not become a law.

In February, 1906, these claimants filed the following memorial with the Commissioners of the Land Office.

STATE OF NEW YORK.

BEFORE THE HONORABLE COMMISSIONERS OF THE LAND OFFICE,

In the Matter of the CAYUGA NATION OF INDIANS.	} Memorial.
---	-------------

Now comes the Cayuga Nation of Indians, resident in the State of New York, humbly memorializing the great State under the laws thereof and before the honorable commissioners of the land office, and say:

That the Cayuga Nation of Indians from time before any record, owned and possessed vast tracts of land situate near what is now the center of the State of New York and that said lands were the home of said nation when the first European landed on this continent. That said nation was one of the Six Nations of Indians leagued together long before the organization of said State, of right owning and in occupation of nearly all the lands now within the boundaries of said State and living under customs and institutions wholly different from those of the white men who formed said State and dispossessed said nation of its said home and lands as herein related.

That when said State was formed and for a long time prior thereto, nearly all the lands lying west of the lands of the Onondaga Nation of said league and lying east of the pre-emption line, so-called, extending north and south through Great Sodus bay and then forming the western boundary of said State, were of right owned and possessed by said Cayuga Nation.

That the location of the boundary between the lands of said Onondaga and Cayuga Nations is not exactly known to petitioner.

That the State of New York, upon its organization, embraced said lands of the Cayuga Nation within its own bounds, and expressly declared by and through its acts, manifest proceedings and the solemn and public representations of its chief officers, that the said lands belonged to the Indians, recognized the same as the property and possession of the said Indians and never confiscated or claimed the same. That said State, moved by a high sense of justice and public honor, assumed the guardianship of the said Indians, including the Cayuga Nation, within its borders and of their rights and property interest within said State.

That, nevertheless, the white population of said State so increased in numbers that said State was unable to protect the Cayuga Nation in the quiet enjoyment of the said lands.

That thereupon said State invited said Nation to a treaty at the city of Albany on the 25th day of February in the year 1789, when said State through commissioners thereunto appointed under chapter 47, Laws of 1788, as continued by chapter 21, Laws of 1789, bought of said Cayuga Nation all its lands then within said State excepting a reservation to said nation and its posterity forever, of one hundred square miles exclusive of waters and bordering about Cayuga lake, with the provision that the same might not be sold by said Nation and that said Nation should be secured in the enjoyment of the lands so reserved as against intrusion by white men and have the perpetual right to hunt and fish on the lands and waters ceded and for the consideration of five hundred dollars to be paid annually forever by said State and the sum of one thousand six hundred twenty-five dollars to be paid in addition thereafter and the sum of one thousand dollars called a benevolence and afterwards paid on the 22d day of June, in the year 1790 at Fort Stanwix.

That the lands so reserved were thereafter surveyed and mapped by said State and known as the Cayuga Reservation. That said reservation was made at a time when a large party of the Cayuga Nation were intending to withdraw from said Nation and remove to Canada and soon thereafter did so withdraw and remove and said reservation was intended as the home and heritage of the Nation and its members then to remain and who did remain in

New York State. That the lands so-acquired by the State were not described by any metes or bounds nor distinguished by survey and petitioner is now unable to state exactly the area thereof but upon information and belief declares that they were of vast extent and at least of one million acres. That said lands were as fair and fertile as any within said State and of a money value then unknown to said Nation and were eagerly desired by the white men.

That as nearly as petitioner is now able to ascertain the consideration for said cession paid by said State amounted to but little more than one cent per acre. That immediately following said cession, the State allotted part of said lands so ceded, to the troops who had been in its service, in lieu of a money compensation and in fulfillment of its promise of a land bounty to induce such service and the remaining part of said lands the State sold at an enormous money profit to itself within a very few years of the time of its cession to the State.

That soon after said cession, white settlers, despite the provisions of said treaty for the protection of the Indian possession, encroached upon the said lands reserved to said Nation and about the same time a considerable number of Cayugas separated from said Nation and found homes in Canada, where all their Mohawk brethren had previously found a home. That the reservation aforesaid embraced lands as fair and fertile, if not more so, than the lands so ceded and were eagerly desired by white men, some of whom had encroached thereon, when the State invited the Cayuga Nation to a further treaty on July 27th in the year 1795 at Cayuga Ferry, at which time the State, through commissioners thereunto appointed, bought of said Nation its remaining lands within the State consisting of said reservation excepting two new and smaller reservations thereout; one being the Cayuga Residents Reservation so-called as afterwards surveyed and mapped by the State of two miles square, situate on the east side of Cayuga lake; the other the Mine Reservation so-called, as afterwards surveyed and mapped by the State, of one mile square situate northeasterly from the former subject to the restriction that neither might be sold by said Nation without the consent of said State and the provision that said Nation and its posterity should be secured forever in the enjoyment of the lands so reserved as against intruders

and in consideration of the sum of one thousand eight hundred dollars in money to be paid annually by said State forever.

That it was particularly represented to said Nation by said State that it would be more profitable to said Nation to cede said lands as aforesaid and for said State to plant or invest money for said Nation in consideration thereof, than for said Nation to retain the lands so ceded.

That the lands so ceded to said State consisted of ninety-five square miles and were of a money value then unknown to said Nation and were purchased under the authority of chapter 70, Laws of 1795, entitled "An act for the better support of the Cayuga Nation" whose object was further prefaced "to render its lands more productive to said tribe," and by section first explained, "to preserve the confidence of the Indians in the justice of the State."

That said act nevertheless fixed the price at which such lands might be purchased by the State under it at an annuity of six per cent. on the sum of four shillings or fifty cents per acre, but provided that when ceded the same should be held by the State for sale at a minimum price of sixteen shillings or two dollars per acre. That pursuant to said act, the lands so acquired by the State were forthwith surveyed and put up at public sale at Albany on the first to the seventh days inclusive of November in the year 1796, when nearly all the lots thereof were sold by the State for the aggregate sum of \$277,609.33. That the profits accruing to said State over the amount on which said annuity was based for said lands was the sum of \$247,609.33, realized and received by said State on or prior to said seventh day of November in the year 1796.

That soon after said second cession, white settlers, despite the provisions of said treaty to protect the Indian possession, encroached upon said new reservations where the Cayuga Nation then resided, and still other Cayugas separated from the nation and found distant homes without the State under foreign guardianship. That the settlement of white men upon all the adjoining land so ceded was so great that the right of hunting and fishing reserved thereon as aforesaid, became valueless to said nation and its existence upon said two new reservations and according to their ancient habits became in a short time impossible. That

thereupon said State invited said Cayuga Nation to a further treaty at Canandaigua on the twenty-sixth day of February, in the year 1807, at which time said State, through commissioners thereunto appointed, bargained with said nation for all its lands remaining and last reserved as aforesaid, comprising 3,200 acres, at the rate of \$1.50 per acre or the sum of \$4,800, money afterwards in hand paid under chapter 72 Laws of 1807, and in consideration of the deed thereof to said State, dated May 30th, in the year 1807.

That said lands last ceded were fair and very fertile and of a money value unknown to said nation, and were eagerly desired by the white settlers, but said lands were, in fact, of a money value of at least \$14,899.41, at which sum the same were immediately after said cession thereof appraised by the State and, after being duly surveyed and mapped, were sold by the State soon after acquiring the same for upwards of said sum and to the profit of said State of at least \$10,099.41, realized and received by the State some time prior to January 1st in the year 1818.

That the Indians, relying upon the representations and declarations of the State, that it was for the interest of the Indians to cede their lands to the State and for their better protection, and that they might always rely upon the justice and protection of the State, were induced thereby to enter into said treaty by which the State acquired said lands and submitted themselves and their posterity to the protection and justice of the State.

That upon said last cession the said nation was left by said State without a home, but attached, nevertheless, to the ancient domains of said league, and, being offered an asylum with their hospitable brethren of the Seneca Nation of said league upon lands then secured to the latter in the present western part of this State, accepted such offer and as guests upon the Cattaraugus, Tonawanda and Allegany reserves, the Cayuga Nation and petitioner, its posterity have ever since resided and maintained their tribal existence under its ancient customs and chiefs and have ever since been recognized by said State as the Cayuga Nation and have remained under the continued and exclusive guardianship of said State and dependent in fact thereon, but not as citizens or subjects thereof.

That the annuity now paid by the State to petitioner is its only source of income and amounts to about \$8 per capita, or about

one-tenth of the present cost in said State of the charitable maintenance of its own citizen poor.

That petitioner is now composed of one hundred and eighty-two souls, reckoned and to be reckoned according to the laws of descent of said nation, with no homes of their own, no income except the annuity aforesaid and unable, under their present surroundings, to maintain themselves according to their ancient habits nor, with said annuity, to maintain themselves in decency according to the customs of white men.

That the posterity of the ancient Cayuga Nation is now separated into three groups; first, that of petitioner resident as aforesaid in this State and constituting the present Cayuga Nation; second, the band resident at the Quapaw agency in Indian Territory, and who have merged their identity with non-resident Senecas and under the care of the United States Government, and participating in its Indian provisions, and whose numbers will be shown upon the hearing herein, and which band has participated in the Cayuga annuity paid by this State by direct payment for convenience, and with the acquiescence of petitioner; third, the band resident in Canada, whose ancestors lost confidence in and became unfriendly to the State of New York and the United States, and not wishing to remain therein, voluntarily withdrew therefrom about the time of the Revolutionary War, and about the year 1809 took up the hatchet against said State and Union, in aid of the enemies thereof, and forfeited, abandoned and surrendered all claims against the State of New York and to the property of said nation.

That said Canadian band, despite its efforts and pretensions to the contrary, this State has for nearly one hundred years justly refused to recognize as the Cayuga Nation or as of right any part thereof and entitled to recognition at the hands of said State.

On the other hand, petitioner's ancestors were loyal to said State and Union and aided them against their enemies, said ancestors, in the War of 1812, taking up the hatchet against their own brethren of said Canadian band in proof of such loyalty. That in the War of the Rebellion, the warriors of said Cayuga Nation served on the side of the Union and were loyal to its flag.

That the said profits, rightfully belonging to said nation, were turned into large sums of money through the said sales on the part of said State, and the said moneys came to the hands and

treasury of said State, and have ever since remained there and under its control. Nevertheless such moneys, according to the laws and institutions of said State, and under the obligations of a guardian, to which said State voluntarily subjected itself, moved thereto, as aforesaid, by a high sense of justice and public honor, belong in fact and of right and in law and equity to the said Cayuga Nation, your petitioner, and for such profits the said State has never accounted to said nation nor to its said posterity, entitled thereto, and to whom the same, with interest thereon, is now justly and equitably owing from said State.

That the amount of said profits from said sale of lands acquired from said State, under second and third cessions, are definitely known to petitioner and can be established as aforesaid, but the enormously greater profits arising to said State from the lands acquired under said first cession are unknown to petitioner, because said lands were never defined and because they were in part allotted as bounties as aforesaid, wherefore, on a just accounting by said State for the profits arising out of said second and third cessions, this petitioner will waive and release and offers to waive and release said State from accountability to petitioner and petitioner's posterity on account of the profits realized by said State on account of the first cession aforesaid.

That on a full accounting of the total profits from the second and third cessions aforesaid as prayed for herein petitioner will waive claim to such equitable part thereof, as said western band on account of its numbers and as descendants of said ancient nation might justly claim.

That petitioner now consents and asks that a reasonable deduction from the gross profits accruing to said State as aforesaid be made, found and allowed to said State in this proceeding on account of the expenses of the surveys and sales under said cessions respectively.

Petitioner further memorializing, invokes precedent for its justification herein, and says:

That the State bought lands of the Stockbridge Indians and sold them at a large profit, which on petition of said tribe the State thereafter confessed and made good in part by the payment to said tribe of \$10,000 under chapter 208, Laws of 1848, and in further part by payment of \$30,000 under chapter 37, Laws of

1850; and having bought lands of the Oneida Nation of the league aforesaid and realizing a large profit on the sale thereof, the State by chapter 285, Laws of 1835, accounted for \$9,000 of such profits, and by chapter 58, Laws of 1839, authorized the Commissioners of the Land Office to make good any remaining balance of such profits, which was thereafter done, and said State has accounted to various other tribes and bands of Indian wards, but not including this petitioner, for profits realized by the State on the sales of their lands as petitioner will show herein.

That said State, from the profits realized by it from the sale of Indian lands and during the years of its own infancy and weakness, derived an important part of the funds for the maintenance of its government, whereas, now said State is rich and strong and able to do full justice to its weak and over-confiding ward. In support of this memorial the petitioner will produce among its proofs the records and archives of the State and the laws and the manifest proceedings of its own guardian, all which public acts are referred to and made a part hereof.

Wherefore, the Cayuga Nation prays that the honorable Commissioners of the Land Office hear the petitioner as the statute, being section 13 of the Indian Law in such case provides; that such commissioners determine, subject to the approval of the honorable Governor of the State, all questions raised by this memorial and the proofs which shall be submitted; and that such commissioners find and determine subject to such approval:

That the Cayuga Nation was at the times of such cessions and ever since has been and now is a ward of the State of New York, and has been at all times herein referred to and now is under the dependence and pupilage of the State sovereignty.

That the profits, accruing to said State from the sale of said lands, said State is accountable for as such guardian under such relationship.

The just and true amount of such profit less a reasonable allowance of expenses of surveys and sales to be determined herein with interest upon the balance arising.

That the petitioner is composed of the descendants of said ancient Cayuga Nation, reckoned according to its laws of descent, and now constitutes the Cayuga Nation and is entitled to a just and equitable accounting of such profits.

That the amount of such profits, with interest, should be paid, or the indebtedness acknowledged by the State.

Make and determine upon some arrangement for the safe-keeping and investment of such profits with interest, by the State, when paid or acknowledged, and for the annual interest or income thereon to petitioner according to the wise custom of the State in such cases and for the continuation of such guardianship for that purpose as in the wisdom of the honorable Commissioners of the Land office and the honorable Governor of the State shall best subserve the rights and welfare of petitioner and the honor of said State, and that petitioner have such other or further relief as may be just, necessary and proper, and thus it will ever pray.

THE CAYUGA NATION OF INDIANS,

By DAVID WARRIOR,
ERNEST SPRING,
ELON EELS,
Chiefs.

JOHN VAN VOORHIS' SONS and
GEORGE P. DECKER,
Attorneys for Petitioner,

500 Powers Block, Rochester, N. Y.

STATE OF NEW YORK, COUNTY OF MONROE, CITY OF ROCHESTER.	}	ss.:
---	---	------

David Warrior, Ernest Spring and Elon Eels, being each severally sworn, says that he is one of the three chiefs of the Cayuga Nation of Indians resident in the State of New York and has read the foregoing memorial and that the same is true to the best of deponent's knowledge, information and belief.

DAVID WARRIOR.
ERNEST SPRING,
ELON EELS.

Severally subscribed and sworn to before
me this 14th day of February, 1906.

HERBERT LEARY,
[L. S.] *Notary Public.*

The above memorial was referred by the Land Board to the Attorney-General, who reported thereon March 21, 1906. (See Minutes of Land Board, 1906, pages 76 to 84.) In this opinion the Attorney-General, among other things, expressed his views that the Commissioners of the Land office were without jurisdiction to entertain the memorial until the hearing of the same should first have been approved by the Governor.

After this there was introduced Assembly Bill 2263 of 1906 authorizing the Commissioners of the Land Office to hear the memorial of the Cayuga Nation of Indians and investigate their claim. This bill passed both houses but was vetoed by Governor Higgins.

In 1907 they succeeded in securing the passage of chapter 492, Laws of 1907, which was identical in form to Assembly Bill 2263 of 1906, which act reads as follows:

“The Commissioners of the Land Office are hereby empowered to hear the memorial of the Cayuga Nation of Indians, filed with them February 27, 1906, and investigate the claim set forth therein and report thereon to the legislature with their recommendation. Upon such hearing and investigation the Cayuga Nation may be present and present all facts deemed by it to support its claim.”

Accordingly, at a meeting of the Land Board, held June 28, 1907, the memorial of the Cayuga Nation of Indians was referred for investigation and report to the Lieutenant-Governor, the Attorney-General and the State Engineer and Surveyor. As stated in the above-mentioned report of Attorney-General O'Malley, “hearings were had before this sub-committee, but no witnesses were sworn, evidence being taken by the introduction of copies of State reports.”

At a Land Board meeting, held March 5, 1908, Lieutenant-Governor Chanler, chairman of said committee, reported to the Land Board, after reviewing the contention of the claimants that “your committee has examined the several treaties made by the State with the Cayugas, as well as other treaties made about the same time with the different tribes within the State. We have also examined the several acts of the Legislature, which were di-

rectly related to these treaties, and in addition, the records of the sales of the lands acquired from the Cayugas, which are on file in the office of the Comptroller and the State Engineer and Surveyor. After such examination your committee believes that, inasmuch as the questions presented to the Commissioners of the Land Office involve the construction of treaties, acts of the Legislature and the legal status of the Cayuga Indians and their relation to the State; and inasmuch as we believe these Indians to be entitled to some charitable relief at the hands of the State; we recommend that this claim be referred to a special committee of the Legislature, or to the Commissioners of the Land Office, with power to investigate the present conditions of the Cayuga Indians, their legal status, or the merits of the claim at length; that said committee be empowered to secure the attendance of witnesses and to employ counsel to aid in such investigation; that said committee or commissioners be directed to ascertain and report to the Legislature what, if any, sum or sums of money these Indians are entitled to receive from the State, and also as to the most equitable method of applying such sum or sums to their relief; further that counsel of their own selection be designated and paid by the State, to represent said Indians. (Dated Albany, February 20, 1908.)

Subsequently at a meeting of the Land Board held on April 1, 1908, Mr. Joseph A. Lawson was appointed an agent of the board to examine into the matter and report in writing the facts as he found them. On April 28, 1908, Mr. Lawson, under date of April 20th, filed his report with the Land Board, in which, among other things, he concludes "that the Cayuga Nation of Indians resident in the State of New York, the petitioner herein, has no claim to the said sum of \$247,609.33, alleged to be the profits accruing to the State of New York upon the purchase of the lands from said nation by said State as set forth in the memorial herein, enforceable at law or in equity in any of the tribunals of this State, and that said sum of \$247,609.33 is in no sense a measure of damages sustained by said Cayuga Nation by reason of said purchase and sale as aforesaid." But in view of the fact that the Cayuga Indians have not been allotted a reservation of lands and that said nation is without an abiding place in this

State, except by the sufferance of the Seneca Nation of Indians, with whom they reside, he advises that "there rests a moral obligation upon the people of the State of New York to make further provision for the support and maintenance of said Cayuga Nation based upon the consideration of and with reference to said sum of \$247,609.33 as the profits realized by the State from the sale of lands heretofore belonging to said nation and made possible by reason of the superior knowledge, ability and position of said State in its negotiations with said Cayuga Nation in consequence of the ignorance, helplessness and dependence of such nation," and he, therefore, recommended the passage of an act by the Legislature drawn by himself. Mr. Lawson's report, however, was unaccompanied by any minutes of testimony or transcripts of evidence, nor does it appear that there were any witnesses examined by him, or anything further than an *ex parte* hearing attended by the attorneys for the claimants, and an examination by Mr. Lawson of treaties and records in Albany. Nor does it appear from his report that he thoroughly examined the legal questions involved.

The above report was adopted as the report of the Board and was transmitted to the Legislature, who thereafter passed chapter 255 of the Laws of 1909, entitled "An act to empower the commissioners of the land office to adjust the claims of the Cayuga Nation of Indians set forth in the memorial of said nation bearing date February twenty-seventh, nineteen hundred and six, and presented to said commissioners," which reads as follows:

"Section 1. The commissioners of the land office are hereby empowered to adjust the claim embodied in the memorial of the Cayuga Nation of Indians, resident in the state of New York, bearing date February twenty-seventh, nineteen hundred and six, and presented to said commissioners, by entering into an agreement with said Cayuga Nation of Indians, resident in the state of New York, for the settlement of the said claim, on a basis not exceeding the sum of two hundred and forty-seven thousand, six hundred and nine dollars and thirty-three cents, including interest on such sum from the day of the presentation of said memorial to the commissioners of the land office, and computed to the day of settlement. The amount of such settlement shall be retained

in the treasury of the state in trust for said Cayuga Nation and annual interest only on such sum at the rate of five per centum per annum shall be paid by the state to said Cayuga Nation, except that such principal sum may be chargeable with the expense of said Cayuga Nation in the making, prosecution and settlement of said claim. Such settlement shall be subject to the approval of the governor of this state.

§ 2. If settlement of the claim shall be reached, the commissioners of the land office shall be authorized thereafter to investigate and report to the legislature, whether a lease or purchase by the state from the Seneca Nation of Indians, resident in the state of New York, of adequate lands for the use and occupation of said Cayuga Nation, and which shall be agreeable to said nation, can be procured by the use for such purpose of sufficient of the principal sum aforesaid.

§ 3. This act shall take effect immediately.”

After the passage of this act, this matter was further considered by the Land Board, and on May 27, 1909, a committee consisting of the speaker of the Assembly, the State Treasurer and the State Comptroller was appointed to negotiate a settlement of the Indians' claim under the authority of said act and report to the board. It appears by the report of said committee (see pages 27 to 31 of the Land Board Minutes for 1910) that a committee “met at the court house in Rochester on June 19, 1909, at which time there were present David Warrior, Ernest Spring and Elon Eels, chiefs of the Cayuga Nation of Indians, Mr. William S. Lawson, agent, and Mr. Charles Van Voorhis, Mr. Eugene Van Voorhis and Mr. George P. Decker, of counsel, for said nation of Indians.

Mr. Lawson presented a certified copy of the resolution of the Cayuga Nation of Indians, giving authority to Chiefs Warrior, Spring and Eels to enter into and execute an agreement on behalf of said Indians with the Commissioners of the Land Office for the settlement of the claim of said Indians.

Mr. Decker explained how the amount stated in chapter 255 of the Laws of 1909 was fixed at \$247,609.33 and interest on such amount from the day of the presentation of the memorial to the Commissioners of the Land Office to date of settlement.

Mr. Charles Van Voorhis and Mr. Decker gave information concerning the time and work involved in the investigation, making and presentation of the claim, and stated that the sum of \$50,000 for their services and disbursements was a proper compensation in which the Cayuga tribe of Indians acquiesced, as appeared by resolution adopted by said tribe June 15, 1909.

A full and free discussion of the matter of the claim and compensation was had and it was decided to fix the amount of settlement at \$297,131.20, being the amount of the claim, \$257,609.33 and interest thereon at five per centum per annum from February 27, 1906, the date on which said claim was filed, to February 26, 1910; \$270,000 of which amount to be set aside as a basis for annuity and \$27,131.20 for services and disbursements of attorneys."

The said committee further reported a form of proposed treaty, article I of which reads as follows:

"The State of New York acknowledges the justice of said claim in the sum of two hundred forty-seven thousand six hundred nine dollars and thirty-three cents, besides interest on said sum at the rate of five per centum per annum from the twenty-seventh day of February, nineteen hundred and six, to this day, the total amount at this date being the sum of two hundred ninety-seven thousand one hundred thirty-one dollars twenty cents, and the State hereby allows the said claim in said amount, and the said Cayuga Nation accepts such sum in full accord and satisfaction of said claim."

Article II provides for the payment to John Van Voorhis' Sons and George P. Decker, as counsel for the Indians, \$27,131.20 out of the sum at which the claim is settled as aforesaid, and article III provides that the residue of \$270,000 shall be retained in the treasury of the State in trust for the Cayuga Nation of Indians, *resident in the State of New York*, and for the posterity of said nation according to its law of tribal membership, and that interest thereon shall be paid semi-annually forever. Article IV provides for the annual distribution of said annuity into equal per capita shares among the Indians; which annuity, it is provided, shall be additional to all other annuities secured to the Cayugas under existing treaties.

At a meeting of the Land Board held February 16, 1910, the foregoing report was discussed and adopted and directed to be transmitted to the Governor.

Under date of May 5, 1910, Governor Hughes communicated with the Commissioners of the Land Office, acknowledging receipt of a certified copy of their proceedings of February 16, 1910, in the matter of the adjustment of this claim, together with the form of treaty which was submitted for his approval. The Governor stated as follows:

“In order that I might be advised of all the facts pertaining to said claim, and of the questions which should be taken into consideration in giving or withholding my approval of the proposed statement, I requested the Attorney-General to make a report to me upon the matter. I have received his report under date of April 26, 1910, a copy of which I hand you herewith. The Attorney-General has given the matter careful consideration and has reviewed the subject at length. In his conclusion he says: ‘I am of the opinion that this claim is without basis as a legal claim against the State. The only aspect in which it can be considered is as a benevolence or charitable gift. As such there is no legal objection against its being paid. In my judgment, the Legislature has substantially the same power to provide for making such a grant as in the case of pensions or bounties. Although this claim appears to have the sanction of the Legislature and to be authorized by it to be settled, yet it has been provided in the act of 1909 that the settlement be approved by the Governor. At no time when this matter was before the Legislature, did it appear that this tribe had borne arms against the citizens of this State and nation; nor did it appear that whatever lands the Cayugas possessed after the Revolution, they occupied through the special benefaction of the State. These facts and the many others recited above, not having been taken into consideration heretofore, may now quite properly be considered by you in granting or withholding your approval of this settlement.’

"In view of the Attorney-General's statement in the concluding sentence, above quoted, that the facts to which he referred have not been taken into consideration heretofore, I deem it proper to bring the report to your attention and to return to you the enclosed form of settlement or treaty submitted to me, in order that you may have opportunity in the light of the statements contained in the report to give the matter such further consideration, or to make such further suggestion or recommendation as you may think advisable." (See Land Board Minutes, 1910, pages 107 to 129.)

On May 12, 1910, the State Comptroller, Clark Williams, presented a report in this matter, stating, among other things, as follows:

* * * * *

"In the consideration of this matter it is essential to determine whether this claim has a basis as a legal claim against the State. As aforesaid, it is the opinion of the Attorney-General that no such legal basis exists, in which opinion I believe all parties in interest, including the Commissioners of the Land Office, concur. If the legality of the claim were asserted and proven, based upon injustice and the impropriety of the contract by which the purchase of land from the Cayugas by the State and its resale were effected, the claim would then of necessity include accrued interest and would be payable to all those members of the nation whose interests were then affected by the transaction upon which the claim is based. The consideration of the fact that there were no tribunals of competent jurisdiction before which the Indians might have presented this claim is not essential in the determination of its legality.

"From the facts presented, I am unwilling to concede that such injustice as is alleged was done the Nation of Cayuga Indians by the State government. It is clear to my mind that the purchase of lands by the State from the Cayugas was a fair and equitable transaction, which was closed 115 years ago, and that there is no sound reason for reverting to that incident to establish a basis of any claim, moral or otherwise, against the State.

“The Legislature, upon the facts before it as presented by the report of the Land Board, has recognized the propriety of relieving the condition or doing something for the Cayuga Indians resident in this State, and has passed an act for that purpose. The Legislature charges the Commissioners of the Land Office with the duty of entering into an agreement with the Cayuga Nation of Indians resident in the State of New York for the settlement of their claim on a basis not to exceed a certain sum. But the Legislature has imposed on the commissioners the duty of exercising some discretion, at least as to the amount of the award, inasmuch as it only *empowers* these commissioners to adjust the claim embodied in the memorial of the Cayuga Nation of Indians resident in the State. It also would seem to leave to their discretion the merits of the claim itself. It is impossible to assume that this legislation was mandatory upon the commissioners to the extent of requiring them to enter into an agreement with the Indians which, in their judgment, would be against the interests of the State or detrimental to its welfare, else we would have been required by the act to pay these Indians a fixed sum without the exercise of any discretion whatsoever.

“As the point is clearly established by the decisions of the courts that these Indians have been and now are regarded as the wards of the State, it is proper that we should consider the question of their maintenance and relief as such. I am, therefore, disposed to address consideration to the question which has been brought before us by this legislation from the viewpoints of the present requirements of the Indians as such wards, rather than to measure those needs on the basis of a transaction occurring 115 years ago, and which appears to have been equitable and proper in all respects.

“It is impossible to determine whether the sum mentioned in this legislation would be inadequate or in excess of the amount required in affording such relief.

“I, therefore, believe it to be the duty of the Commissioners of the Land Office to institute an investigation for the purpose of determining the present needs of the Cayuga Nation of Indians resident in the State, and I, therefore,

suggest for the consideration of the members of this board that authority be given to a person competent to undertake such an investigation in our behalf, and that this board request of the Legislature an appropriation sufficient for the expense of such an investigation.

“ Possessed of the facts which such an investigation would disclose, this board will be in a position to carry out the legislative intent expressed in the statute empowering it to consider the case, and they should lead to a fair and equitable solution of the question.”

On motion the foregoing report was unanimously adopted.

The retiring commissioners, at a meeting held December 31, 1910, submitted a report on this claim for the consideration of their successors, in which they stated that up to the time of their approval of the form of treaty with the Indians, their action was upon the assumption that the whole matter had been thoroughly investigated by the Legislature and the Commissioners of the Land Office and that “ upon receipt of the communication from the Governor and the statement of the Attorney-General, the whole matter was taken up by this board *de nova*.” They then refer to Comptroller Williams’ report and that the Legislature of 1910 had appropriated \$1,000 to determine the present needs of the Cayuga Indians resident in this State; that on December 15, 1910, they had employed Col. Samuel T. Moulthrop, of Rochester, N. Y., to examine into the present needs of the Cayuga Indians resident in this State and to report thereon to this board; that Col. Moulthrop submitted his report at a meeting of the Land Board, held December 30, 1910, wherein he reports on the needs of the Cayuga Indians residing in New York State:

“ From data procured from the office of the Secretary of State and the Cayuga Indian agent, I find that there are at present one hundred seventy-one Cayuga Indians residing upon reservations and in schools supported by the State and the United States Government. Fourteen are living out of the State and two with whereabouts unknown.”

And recommends that, for an adequate financial relief, \$200,000 are necessary, out of which to provide yearly assistance and to pur-

chase lands for allotments. Col. Moulthrop stated to the board orally that his report was necessarily incomplete because of the short time devoted to the investigation, as it did not include a comprehensive plan for the immediate as well as permanent relief of the wards of the State, etc.

From the foregoing, the present Commissioners of the Land Office do not feel that they are possessed with sufficient facts to carry out the legislative intent expressed in chapter 255 of the Laws of 1909, and they do respectfully recommend that the Land Board continue its investigation.

The commissioners recognize the urgent needs of these wards of the State and believe it would be proper for the Legislature to consider the matter of making an appropriation of a sum of money to be distributed by the Comptroller of the State for the immediate relief of the petitioners, pending the final provision; also to consider the matter of making an allowance to the counsel of the Indians, who have devoted a large amount of their time and have incurred considerable expense in representing their clients in this matter.

Additional facts will be found in the report of Attorney-General Mayer, dated March 21, 1906, Land Board Minutes, 1906, pages 76 to 84; in the report of Joseph A. Lawson, dated April 20, 1908, Land Board Minutes, 1908, pages 71 to 79; in the report of Attorney-General O'Malley to the Governor, dated April 26, 1910, Land Board Minutes, 1910, pages 108 to 129 inclusive, which latter report contains a large amount of historical matter; in the report of Col. Moulthrop, pages 335 to 337, Land Board Minutes, 1910; in the report of Assemblyman J. S. Whipple and others, a special committee appointed by the Assembly of 1888, to investigate the Indian problem of the State, dated January 31, 1889, and comprised in Assembly Document 51 of 1889; and also in Senate Document 58 of 1890.

Counsel for the claimants in a letter to Attorney-General O'Malley, dated August 4, 1910, refers to the opinion given by the Attorney-General to the Governor, under date of April 26, 1910, that "this claim is without basis as a legal claim against the State. The only aspect in which it can be considered is a benevolence or charitable gift," and counsel states that "the record of the prosecution of this claim will show that the Cayugas have

sought to press the equities of the claim directly upon the Legislature, and have refrained from attempting any coercion of the State, or from making any representations as to what legal remedies might be open to them. We would continue that attitude were it not for the fact that the Commissioners of the Land Office seem to have taken it for granted that the Cayugas have no remedy to enforce their claim against an unwilling State. The report of the Comptroller, under date of May 12, 1910, adopted by the Land Board on the same day, says: 'It is essential to determine whether this claim has a basis as a legal claim against the State.

* * * It is the opinion of the Attorney-General that no such legal basis exists, in which opinion I believe all parties in interest, including the Commissioners of the Land Office, concur.' Thereupon that report proceeds to advise further proceedings on the assumption that the Cayugas can enforce nothing as of right and whatever the State may concede to them will be mere charity."

Counsel then urges: "Your report to the Governor does not take up the question of whether the Federal Government is under the duty or possesses the power through the federal courts and federal officers to secure redress for wrongs done to Indians, or judicial action protecting Indians from threatened injuries," and asks consideration by him of the following cases:

U. S. v. Rickert, 188 U. S. 432.

Jones v. Meehan, 175 U. S. 1.

U. S. v. Texas, 143 U. S. 621.

U. S. v. San Jacinto Tin Co., 125 U. S. 273.

U. S. v. Flournoy L. S. C., 69 Fed. Rep. 886.

U. S. v. Winans, 73 Fed. Rep. 72.

U. S. v. Boyd, 68 Fed. Rep. 577.

They claim that the treaty of 1795, made between the State and the Cayugas was "however fair the State's transaction with the Cayugas was at that time," void in law and equity, as one made without the consent or subsequent approval of the Federal Government, and contrary to the provisions of the federal Indian intercourse act of March 1, 1793, and urge that the United States might bring a suit in the United State Supreme Court against the State for the benefit of the Cayuga Indians, and that such a suit instituted by the United States Attorney-General would hold up

the State to public scorn. Therefore, they say the Attorney-General's opinion to the Governor was erroneous, in declaring that the claim of the Cayugas is without basis as a legal claim. They further urge (and without any suggestion of federal intervention under the Indian Intercourse Act) "that a friendly settlement of this claim under the act of 1909 would constitute more than the acknowledgment of a charitable provision — it would constitute such an accord and satisfaction as would protect the State against a future prosecution in the federal courts at the hands of the Cayugas. If the New York Cayugas should be compelled to apply to the federal courts through the Federal Government, they could well afford to consent to a division of the large recovery, including interest, * * * with the Western Cayugas. Whether the Western Cayugas would be legally entitled to participate is another question we will not argue here."

The foregoing communication has been called to my attention by counsel for the claimants, and I have carefully examined the cases cited.

U. S. v. Rickert, 188 U. S. 432, and U. S. v. Flourney, 89 Fed. Rep. 886, were both injunction suits brought by the United States as trustees for certain Indians in Dakota and Nebraska under treaties made between the United States and the Indians, which, in terms, provided that the United States was to hold the legal title to certain reservation lands in trust for the use of said Indians. The suit against Rickert was to restrain the collection of taxes upon Indian lands exempt from taxation, and the other suit was to restrain a land company from leasing from the Indians and occupying their lands in defiance of a treaty, which provided that such lands should be unalienable by the Indians. The only principle settled in these cases was, as stated in the Rickert case, that "in view of the relation of the United States to the real property in question, as well as to these dependent Indians still under national control, and in view of the injurious effect of the assessment and taxation complained of, upon the plans of the Government, with reference to the Indians, it is clear that the United State is entitled to maintain this suit," and in the Flourney case it was said:

"If the United States, by a treaty duly made with an Indian tribe, has assumed a given duty or obligation to the

Indians, the power exists to properly perform this duty within the boundaries of the States, as well as within the territories."

United States v. San Jacinto Tin Co., 125 U. S. 273, simply held that a suit might be brought by the United States through its Attorney-General to set aside a patent for land issued in its name for California lands on the ground that it was obtained by fraud and collusion with government clerks. But it was also held that the right to bring suit exists only when the Government has an interest in the remedy sought by reason of its interest in the land or that the fraud practiced on the Government operated to its prejudice, or that it is under obligation to some individual to make his title good by setting aside the fraudulent patent, or the duty of the Government to the public requires such action. When it is apparent that the only purpose of bringing the suit is to benefit one or two claimants to the land, and the Government has no interest in the matter, the suit must fail. This was not an Indian case. Neither was United States v. Texas, 143 U. S. 621. The only question at issue there was whether the United States Supreme Court had jurisdiction of a suit brought by the Federal Government against a State to settle the boundary line between the United States territory of Oklahoma and Texas. The court held in this case that the State of Texas had, when admitted into the Union, given its consent to be sued, and its sovereignty was, therefore, not infringed upon by this suit, brought under the provisions of the United States Constitution. In Jones v. Meehan, 175 U. S. 1, a treaty had been made with the Chippewas, which ceded to the United States a large tract of land in Minnesota, and, in consideration of such cession, it was therein agreed that the United States should grant to each male adult half-breed or mixed blood, who is related by blood to the said Chippewas, who has adopted the habits and customs of civilized life, and who is a citizen of the United States, a homestead of 160 acres, to be selected by him from the ceded lands, and further, that "there shall be set apart from the tract hereby ceded a reservation of 640 acres near the mouth of Thief river for the Chief Moose Dung," and a like reservation for Chief Red Bear. Evidence was offered tending to show that the reservation for Moose Dung (afterwards selected by him and duly located) was intended by the treaty to be an

estate of inheritance, so that he and his children would "be raised to the level of a white man." The court, after citing a large number of cases, said:

"The clear result of this series of decisions is that when the United States, in a treaty with an Indian tribe, and as part of the consideration for the cession by the tribe of a tract of country to the United States, make a reservation *to a chief or other member of the tribe* of a specified number of sections of land, whether already identified, or to be surveyed and located in the future, the treaty itself converts the reserved sections into individual property; the reservation, unless accompanied by words limiting its effect, is equivalent to a present grant of a complete title in fee simple; and that title is alienable by the grantee at his pleasure, unless the United States, by a provision of the treaty, or of an act of Congress, have expressly or impliedly prohibited or restricted its alienation."

The court also said, after discussing the United States Indian Intercourse Acts of 1790, 1793, 1796 and 1799, as amended in 1834:

"The inference appears to us to be irresistible that Congress did not intend that there should thenceforth be any general restriction upon the alienation by individual Indians of sections of land reserved to them respectively by a treaty with the United States. And this view is confirmed by the re-enactment of the provision in the very words of the act of 1834, in section 2116 of the Revised Statutes, and by the course of decision in this court in a series of opinions which may conveniently be considered in their chronological order. (Citing cases)."

and that

"the title to the strip in controversy, having been granted by the United States to the elder chief, Moose Dung, by the treaty itself, and having descended, upon his death, by the laws, customs and usages of the tribe, to his eldest son and successor as chief, Moose Dung, the younger, passed by the lease executed by the latter in 1891 to the plaintiffs for the

term of that lease, and their rights under that lease could not be divested by any subsequent action of the lessor, or of Congress, or of the executive departments. The construction of treaties is the peculiar province of the judiciary; and, except in cases purely political, Congress has no constitutional power to settle the rights under a treaty or to affect titles already granted by the treaty itself. (Citing cases)."

In *United States v. Winans*, 73 Fed. Rep. 72, it was held that the United States had the right as guardian and trustee of the Indians to maintain a suit to restrain defendants from interfering with fishery rights in the Columbia river, guaranteed to the Yakama Indians by the terms of a treaty made between the United States and said Indians.

United States v. Boyd, 68 Fed. Rep. 577, is considerably broader than any of the other cases cited. It holds that the United States are the guardians of the Indians, in the same sense they are of the American seaman, who is said to be also a ward of the nation and may maintain a suit for their protection to set aside a contract made by Cherokee Indians for the sale of timber on their lands. The court said:

"In determining the attitude of the Government toward the Indians — all Indians — the courts follow the action of the executive and other political departments of the Government, whose more special duty it is to determine such affairs,"

and adds that Congress has legislated for the benefit of this band of Cherokee Indians.

For the reasons above stated, I have felt it my duty to pass an opinion upon the legal status of the claim.

I.

THE INDIANS ARE NOT, IN A LEGAL SENSE, THE WARDS OF THE STATE.

The basis of the claim of these petitioners is that the Indians were wards of the State, and the legal principle that a guardian has no right to profit by transactions with his ward is invoked, and it is claimed that the State is accountable to these Indians, as its wards, for the difference between what the State paid the

Indians on their cession of the lands to the State and the money realized by the State on the sale of the lands.

Attorney-General Mayer, in his report of March 21, 1906, said:

“It has been frequently held by the Court of Appeals of this State that the Indians are, in a sense, the wards of the State and under the guardianship of the State.”

Mr. Lawson, in his report, states that he was of the opinion “that there rests a moral obligation upon the people of the State of New York to make further provision for the support and maintenance of said Cayuga Nation of Indians, based upon a consideration of and with reference to said sum of \$247,609.33 as the profits realized by the State of New York from the sale of lands heretofore belonging to said nation.” But Attorney-General O'Malley declined to recognize the doctrine urged by the petitioners that the Indians were, in a legal sense, the wards of the State.

The first expression of the courts in which a resemblance of the Indians to wards of the United States or of the State, so far as I have been able to ascertain, occurs in Chief Justice Marshall's opinion in the celebrated case of *Cherokee Nation v. the State of Georgia*, 5 Peters, 1-79, where, in 1831, the status of the Indians was thoroughly reviewed by the United States Supreme Court and the Chief Justice, in discussing the question whether the Cherokee Nation was a foreign state within the meaning of the United States constitutional provision, giving that court jurisdiction over controversies “between a State or the citizen thereof and foreign states, citizens or subjects,” held they were not a foreign nation, and said at page 116:

“They may more correctly, perhaps, be denominated domestic dependent nations. They occupy a territory to which we assert a title independent of their will, which must take effect in point of possession when their right of possession ceases. Meanwhile, they are in a state of pupillage. Their relation to the United States *resembles* that of a ward to his guardian. They look to our government for protection; rely upon its kindness and its power; appeal to it for relief to their wants, and address the President as their Great Father.”

In *United States v. Boyd*, 68 Fed. Rep. at page 579 (a suit brought to set aside a contract by Indians for the sale of timber from common lands), the court, in discussing the status of the Eastern Band of Cherokee Indians as under the pupilage of the United States, said by way of analogy:

“The *American seaman*, born a citizen of the United States, or naturalized as such, has extended over him the guardian care of the government and *is a ward of the nation*. The statute books abound with acts requiring his contracts to be looked into by officers appointed for that purpose, and every precaution is taken to guard him against fraud, oppression and wrong.”

In *Chickasaw Nation v. the United States*, 22 Court of Claims Rep. at page 248, the court said:

“The courts in all controversies between the government and the Indian tribes have adopted a theory of interpretation favorable to the tribes; and while *the rules of law applicable to such controversies are not so strict as those governing differences between guardian and ward*, they go to this extent, as has been held, that doubts are to be resolved in favor of the Indians, that they are not to be prejudiced by mere technical construction, and that words of doubtful import are to be taken most strongly against the United States.”

The relationship of the general government, moreover, to the Indians is more paternal than that of the State. The United States alone can treat with them when the Indians go to war.

II.

THE INDIAN TITLE WAS NOT THAT OF A FREE OWNER.

Their right is only one based on aboriginal occupancy and possession to continued perpetual possession and occupancy for fishing, hunting and camping purposes, the fee remaining in the United States as to lands ceded by the original States to the general government, or in the State where the land is situated, as successors to the rights of the European discoverers.

The Indian title is a mere occupancy for qualified purposes. They were nomads and had no fixed abiding places. Their nations

fought each other, and they continually shifted their camps. Their tenure never was like ours; they had no idea of a title to the soil itself. They overran the land, rather than inhabited it. Such was their condition when America was discovered by Europeans, who claimed, by rights of discovery and conquest, the ultimate fee of the soil, subject only to the extinguishment of the Indian right of occupancy. The Indian title was not a true and legal possession. It could not be *transferred* but only *extinguished*.

As early as 1810, Chief Justice Marshall, in *Fletcher v. Peck*, 6 Cranch, 142, said:

“The majority of the court is of opinion that the nature of the Indian title, which is certainly to be respected by all courts, until it be legitimately extinguished, is not such as to be absolutely repugnant to seisin in fee on the part of the State.”

In *matter of New York Indians*, 5 Wallace 761 (1866), involving the question of the right of the State to tax Indian lands, Mr. Martindale, Attorney-General of New York, argued that “the Indians’ title is a right of occupancy, use and enjoyment and not of alienation. It does not include the whole property in the land. The ‘ultimate fee’ to these reservations, which carries with it the right of pre-emption, is the real property *and this has hitherto proved far more valuable in market and in treaties*, than the Indian right of occupancy,” which was not disputed, the court saying:

“All agree that the Indian right of occupancy creates an indefeasible title to the reservations that may extend from generation to generation and will cease only by the dissolution of the tribe, or their consent to sell to the party possessed of the right of pre-emption.”

United States v. Cook, 19 Wallace, 592 (1873), an action of replevin for logs cut by Oneida Indians on their reservation lands in Wisconsin. Opinion by Chief Justice Waite:

“The right of the Indians in the land from which the logs were taken was that of occupancy alone. They had no power

of alienation except to the United States. The fee was in the United States, subject only to this right of occupancy. This is the title by which other Indians hold their lands. It was so decided by this court as early as 1823, in *Johnson v. McIntosh* (8 Wheaton, 574.) The authority of that case has never been doubted. (See 1 Kent. 257, and *Worcester v. Georgia*, 6 Peters, 580). The right of the Indians to their occupancy is as sacred as that of the United States to the fee, but it is only a right of occupancy. (See *Cherokee Nation v. Georgia*, 5 Peters 48). The possession, when abandoned by the Indians, attaches itself to the fee without further grant. (Ibid. 17.) This right of use and occupancy by the Indians is unlimited. They may exercise it at their discretion. If the lands in a state of nature are not in a condition for profitable use, they may be made so. If desired for the purposes of agriculture they may be cleared of their timber to such an extent as may be reasonable under the circumstances. The timber taken off by the Indians in such clearing may be sold by them. But to justify any cutting of the timber, except for use upon the premises, as timber or its product, it must be done in good faith for the improvement of the land. The improvement must be the principal thing, and the cutting of the timber the incident only. Any cutting beyond this would be waste and unauthorized. The timber, while standing, is a part of the realty, and it can only be sold as the land could be. The land cannot be sold by the Indians and, consequently, the timber, until rightfully severed, cannot be. * * * If the timber should be severed for the purposes of sale alone, * * * then the cutting would be wrongful, and the timber, when cut, becomes the absolute property of the United States. * * * The Indians having only a right of occupancy in the lands, the presumption is against their authority to cut and sell the timber."

Chief Justice Marshall, in *Johnson v. McIntosh*, 8 Wheaton 543-605, discussing the title to lands granted by Indians northwest of the Ohio river, to private individuals, which the court

held could not be recognized in our courts, at page 591, after a review of the source of land titles in this country, says:

“The Indian inhabitants are to be considered merely as occupants, to be protected, indeed, while in peace, in the possession of their lands, but to be deemed incapable of transferring the absolute title to others. However this distinction may be opposed to natural right and to the usages of civilized nations, yet, if it be indispensable to that system under which the country has been settled and be adapted to the actual condition of the two peoples, it may, perhaps, be supported by reason and certainly cannot be rejected by courts of justice.”

In the recent case of *Lone Wolf v. Hitchcock*, 187 U. S. 553, the court cited with approval its decision in *Beecher v. Wetherby*, 95 U. S. 525, where, in discussing the claim that there had been a prior reservation of land by treaty to the use of a certain western tribe of Indians, the court said (page 525):

“But the right which the Indians held was only that of occupancy. The fee was in the United States, subject to that right, and could be transferred by them whenever they chose. The grantee, it is true, would take only the naked fee, and could not disturb the occupancy of the Indians; that occupancy could only be interfered with or determined by the United States. It is to be presumed that in this matter the United States would be governed by such considerations of justice as would control a Christian people in their treatment of an ignorant and dependent race.”

Under treaties made with the Government, Indian tribes have at various times secured grants or reservations of land *in fee*. The rule is that where tribal Indians have been assigned lands and reservations as places of domicile, they have no vested rights therein, but simply a right to occupy at the will of the government. Where they hold by grant, their title does not depend upon aboriginal possession, but its nature and extent are measured by the terms of the grant. The United States or a State, holding the fee, may, before a cession by the Indians, convey an unencumbered title in fee simple or a title subject to their right of

possession, but such intention is not to be presumed; and Indian lands are not affected by an act giving the right of pre-emption or a grant in general terms. The government, as original proprietor, has power to dispose of public lands even within an Indian reservation without the consent of the Indians.

22 Encyc. of Law and Pro., pp. 124 and 131, and cases cited.

In the case of *New York Indians v. United States*, 170 U. S. 1, a treaty had been made by the United States at Buffalo Creek with various tribes of New York Indians, including the Cayugas, whereby the Indians relinquished to the United States all their interest in a certain reservation at Green Bay, Wis., and in consideration thereof the United States guaranteed to set aside "as a permanent home for all the New York Indians * * * to have and to hold the same in *fee simple* to the said tribes or nations of Indians, by patent from the President of the United States, with full power and authority in the said Indians to divide said lands among the different tribes or bands in severalty with the right to sell and convey to and from each other" a certain tract of country west of the Mississippi river, containing 1,824,000 acres (now in Kansas); condition of forfeiture to the United States of such lands not accepted by Indians removing thereto within five years, and the United States further agreed that the lands secured to the Indians by this treaty should never be included in any State or Territory of the Union. Under this treaty the Senecas and certain of the Cayugas and Onondagas residing among them, expressly agreed to remove from the State of New York to their new homes beyond the Mississippi within five years and to continue to reside there. At that time (1838) as now, the Cayuga Indians had no separate reservations of their own in this State, but some of them and a portion of the Onondagas made their home with, and resided upon the Seneca reservation with the consent of the Seneca Nation. It was, therefore, rightly held in this case that the grant of the Kansas lands to the Indians conveyed a legal title and that the Indians' cession to the United States of their Wisconsin lands which they had purchased in 1821 from the Menominees and Winnebago Indians

was an irrevocable grant of said Wisconsin lands and "put it beyond their power to revoke the bargain," and the Court of Claims was ordered to enter judgment for the Indians for the net amount actually received by the government for the Kansas lands, sold in violation of said treaty, *without interest*.

Goodall v. Jackson, 20 Johns. 693; Jackson v. Wood, 7 Johns. ch. 290, and Jackson v. Sharp, 14 Johns. ch. 472, were cases where patents had been issued by the State to individual Indians, their heirs and assigns forever, for military services, and it was held that indefeasible estates of inheritance were thereby granted.

Doe v. Wilson, 23 How. (U. S.) 457, explaining in Crews v. Burcham, 1 Black, 357, was a case where under a treaty with the Pottawatomie tribe, there was ceded to the United States the Indian title to lands in Indiana, Illinois and Michigan. Reservations were made in favor of Indian villages jointly and to individual Pottawatomies. As to these, the title remained as it stood before the treaty was made; and to complete the title to the reserved lands, the United States agreed that they would issue patents to the respective owners. Patents were accordingly issued in fee. It was held that Petchico, a patentee, had such a title that he could sell even before formal issue of patent, it being not only the Indian right of occupancy, but also the United States title which was added or promised to be added.

In United States v. Brooks, 10 How. (U. S.) 442, the Caddo Indians had conveyed by treaty all their lands in Louisiana in 1835 to the United States, but by a supplemental treaty made at the same time, it was agreed by the government and the Indians there was reserved at the request of the Indians certain lands out of the lands so ceded to the United States, to certain white men and their heirs and assigns forever, and it was held that the treaty gave these white settlers a fee simple title as fully as any patent from the government could make one.

Libby v. Clark, 118 U. S. 250, is a case where the treaty provided for a reservation in Kansas to Ottawa Indians and that it should be "the duty of the Secretary of the Interior to issue patents in *fee simple*, of said land, when located, and appropriated to said Indians," and it was further stipulated that no Indian

should alienate or encumber land allotted to him until he should by the terms of the treaty after the expiration of five years from its ratification become a United States citizen, and that any deed or encumbrance so made should be void; and a patent was granted by President Jackson to one of the chiefs. The court held that the title conveyed was a fee simple title and the limitation of the power of sale for five years was not inconsistent with a fee title.

Under treaties made with Indians, the government has in some instances accepted cessions of land to be sold for the benefit of the tribes, making such cessions, and in such cases the United States acts simply as the agent or trustee of the tribe of Indians by which such a cession of land was made.

22 Encyc. of Law and Pro., p. 131, and cases cited.

In *United States v. Blackfeather*, 155 U. S. 180, a treaty with the Shawnees ceded certain lands in Ohio to the United States, which the government agreed to sell *at public auction* and that "the avails of the lands, after sale as aforesaid, shall constitute a fund for the future necessities of said tribe, parties to this compact, on which the United States agree to pay to the chiefs for the use and general benefit of their people, annually, five per centum on the amount of said balance as an annuity. Said fund to be continued during the pleasure of Congress, unless the chiefs of said tribe or band, by and with the consent of their people, in general council assembled, should, desire that the fund thus to be created, should be dissolved and paid over to them; in which case the President shall cause the same to be so paid, if in his discretion he shall believe the happiness and prosperity of said tribe would be promoted thereby." The government sold a large part of their lands at private sale for \$1.25 that were worth \$2 per acre. Therefore, held, that this was a violation of trust for which the government was liable.

In the case of the Cayugas, however, the State had never parted with its fee ownership in the lands, the Indian title to which was extinguished by the treaties of 1795 and 1807, and it was justly regarded by the Legislature, the Indian Commissioners and by the Indians themselves, that the fee ownership had a market value of at least three times the value of the Indian possessory right.

The extinguishment of the Indian title by the State is shown by the records of history to have been made at the earnest solicitations of the Cayugas themselves at a time when the State did not want their lands, and the entire proceedings appear to have been conducted in a manner wholly agreeable to the desires of these Indians who wished to give up their lands and remove to the western part of the State. There does not appear to have been any effort made to take an unfair advantage of their wants or necessities. The personnel of the Indian Commission was high. The commissioners acted strictly under a law that had been thoroughly considered by the Legislature as affording the Indians complete protection. Indeed, the Legislature acted primarily for the protection of the Indians, as the Indians had permitted and encouraged white settlers in occupying their tribal lands, and the course pursued by the Legislature appeared to be the only rational one they could pursue to save the Indians from abject penury through their own acts.

In the memorandum of authorities on the nature of the Indians' title, presented by the counsel for the claimants, reference is made to the case of *Ogden v. Lee*, 6 Hill, 546, and to the language of Judge Bronson therein as follows:

“It is impossible to suppose that the parties meant to disregard and set aside the Indian title which they had but the moment before fully recognized by contracting for the right of pre-emption of the soil from the native Indians. The Seneca Nation of Indians have never parted with the title to the lands on which the timber was cut. Their right is as perfect now, as it was when the first European landed on this continent, with the single exception that they cannot sell without the consent of the government. They are not the tenants of the State nor of its grantees. They hold under their original title.”

The court, however, in that case did also say that the grantees under the grant made by Charles II to the Duke of York in 1664, which included all the territory now constituting the States of New York and New Jersey, neither took nor claimed anything more than the ultimate fee or the right of dominion after the

Indian title should be extinguished and so far as the State of New York is concerned, beyond what may have been acquired by conquest in lawful war, the Indians have never been deprived of a single foot of land without their voluntary consent, and that their title by occupancy has been uniformly acknowledged both by Colonial and State governments from the first settlement of the country down to the present day.

The claimants' counsel also refers to an affirmance of the last-named suit in 5 Denio, 628, where four senators, members of the court for the correction of errors, "delivered written opinions in favor of affirming the judgment upon the ground maintained by the Supreme Court that the Indian title to lands is an absolute fee and that the pre-emption right conceded to Massachusetts was simply a right to acquire by purchase from the Indians their ownership of the soil, whenever they should choose to sell it."

These two cases were reviewed by the Court of Appeals in *Fellows v. Denniston*, 23 N. Y., at page 423, where the court said:

"The nature of the aboriginal title, and that of the State in which the lands lie, has been so often defined by judicial determination that no time need now be spent upon it. (Citing *Johnson v. McIntosh*, 8 Wheat. 543; *Fellows v. Ellsworth*, 6 Hill, 546; S. C., 5 Denio, 528.) The Indian Nation, in a collective or national capacity, has the right of occupancy of the land, but no power to sell or in any way dispose of it to others, except to the State, or to persons authorized by it to purchase; and the government of the State has the ultimate right of soil, or title in fee simple, subject to the Indian right of occupancy. The right to purchase the Indian claim, or, in the language usually employed, to extinguish the Indian title, thus existing in the State or in its grantees, is usually called the right of pre-emption. This right of pre-emption, as to these reservations, resided in the State of New York, in the year 1786; * * *

The Supreme Court maintained no such grounds in the case of *Ogden v. Lee*, 6 Hill, 546, as the senators in *Fellows v. Lee*, 5 Denio, 628, claim it did. If it had done so, it would be dis-

tinctly overruled by the cases of *Fellows v. Denniston*, 23 N. Y. 420; *Smith v. City of Rochester*, 92 N. Y. 463, and *Seneca Nation v. Christie*, 49 Hun, 524, and 126 N. Y. 122.

It is evident that Judge Denio, in *Fellows v. Denniston*, did not attach any importance whatever to the opinions of the senators in the court of errors, for he cites the case, together with *Johnson v. McIntosh*, to show that the title of the State or its grantees is "the ultimate right of soil or its title in fee simple." (23 N. Y. 423.)

The manner in which the case was disposed of in the court of errors, the senators putting into Judge Bronson's opinions, views which he had not expressed, fully justifies the want of confidence which the Court of Appeals in the later and very celebrated case of *Delafield v. Parish*, 25 N. Y. 1, 27, 28, expressed in a decision which was rendered by senators only.

SENECA NATION OF INDIANS *v.* APPLEBY, 127 App. Div. 771.
(1908.)

SPRING, J.: The plaintiff has long been in the occupancy of the lands in controversy. They comprise two distinct tracts or reservations. One in Cattaraugus county, a strip a mile in width, extending along the Allegany river for about forty miles and containing 30,469 acres, and known as the Allegany Reservation. The other, extending from Lake Erie eastwardly along the Cattaraugus creek, including lands in Cattaraugus, Chautauqua and Erie counties, and containing 21,630 acres, and designated the Cattaraugus Reservation.

The Seneca Nation has its own constitution and form of government with a simple, crude judicial system, all of which have been adopted in compliance with acts passed by the Legislature of the State of New York. The Iroquois confederacy consisted originally of five tribes or nations of the Indians, the Senecas, Onondagas, Mohawks, Oneidas and Cayugas, and bore the name of the Five Nations; and when the Tuscaroras were received into the league they were known as the Six Nations. Their home, long before the Revolutionary war, was in central New York, extending early in their history from the Hudson to the Genesee rivers. The men composing the nation were intelligent, but fierce,

warlike and blood-thirsty, and they conquered the Indian tribes surrounding them, carrying their expeditions west to the Mississippi river and south to the Carolinas. The Eries and other tribes at one time inhabited New York State west of the Genesee river, but they were driven from their territory by the relentless Iroquois, and the dominion of the latter extended to Lake Erie. And yet with all the wide extent of their forays, in the height of their conquests they never exceeded from 15,000 to 18,000 inhabitants, and were never able to muster more than 2,000 warriors. Their descendants on reservations in New York and Canada probably number as many as the whole confederacy 150 or 200 years ago. The whole number of Indians east of the Mississippi river never at any one time exceeded the present population of the city of Buffalo.

Their constant wars and implacable fighting spirit, their exposure with inadequate clothing in a rigorous climate, and precarious, irregular food supply, tended to prevent any increase in numbers. It was the survival of the fittest, for only the sturdiest of their men were able to undergo the privations to which they were subjected. They were not an agricultural people. Warfare was their business. Their occupancy of the lands within their dominion was for hunting and fishing. I cannot find that there was ever any division of land among the various tribes composing the league. It is plain that with only about 15,000 people, men, women and children, in the extensive region reaching from the Hudson to Lake Erie, and from Canada to the present Pennsylvania line, there would be very little cultivation of the soil.

The interest of the plaintiff in the reservation lands now occupied by the Indians of the nation is that of occupancy claimed to be derived from their ancestors. That occupancy as I have indicated, never was, to any great extent, devoted to the growth of crops or to the improvement of the soil. The land in their custody remained virgin forest and its condition would probably have remained unchanged, except for the advent of the European settlers.

After the white people had discovered this hemisphere and began to occupy it a new order of things was manifest. They were the more intelligent and the mightier, and the aboriginal inhabitants had to succumb. The uncivilized always must give

way to the superior force of the civilized. The Indian occupancy was soon abridged. The attempts at resistance, at the first bloody and with the hope of expelling the intruders from the lands, in the end yielded to the greater numbers of the white colonists. The result was inevitable. The fertile land of this vast territory was necessary for the habitation of millions of people who were to work for a livelihood and who were dependent upon the products of the soil for their sustenance.

The sentimentalist may declaim against this recognition of the right to acquire territory against the wishes of the original occupants. It was a right founded not merely on superior strength and greater numbers, but upon the aggressive dominancy of civilization when competing with the barbarous and uncivilized.

Acquisition of territory by discovery and conquest has always been recognized. The conquering nation may attach to itself a part of the territory of the nation vanquished, and may confiscate the land from the actual owners and occupants. The more humane method has generally obtained of permitting the owners of the land to remain unmolested while the sovereignty and political control of the successful nation has prevailed over the acquired territory. After the dismemberment of Poland the Poles were not deprived of their holdings or expelled from the country. As a result of the Franco-German war Alsace and Lorraine became a part of the German Empire, but the occupants of the territory composing these provinces were undisturbed. Those owners were civilized people in possession of defined premises, had made improvements and cultivated the soil, while the American Indians were not classed among the civilized peoples, and the lack of civilization was due in some degree to their inability to till the land or to earn a livelihood.

When this continent was discovered there was a sharp strife among the discovering powers to gain supremacy. Priority of possession signified political mastery and the assertion of title in the land. The national standard when raised covered not only the land in sight but territory unexplored, with boundaries unknown to the claimant. The Indian interest in the land was not taken into the calculation. No title was recognized in favor of any tribe of Indians.

In Great Britain the title of the lands discovered and acquired by its subjects was in the crown, and the settlers became vested by grants from his majesty. Those grants have always been recognized as the source of title to the lands in the New England and Middle States. There is no tracing back of the title to the aboriginal occupants. Their right of occupancy has been purchased or acquired in other ways until it has disappeared, except where by the assent of the Nation or the State in which the particular reservation is located they have been segregated and the original claim may there remain, but always that of occupancy.

In 1628-1629 the King of Great Britain granted in fee to the colony of Massachusetts Bay certain described lands on the Atlantic coast, and then by a general grant included the lands within the strip across the entire continent, and which in its sweep took in western New York. This grant confirmed a previous grant, which included all the land between the fortieth and forty-eighth degrees north latitude, from sea to sea, and which in its extensive reach covered all the present State of New York. This wholesale appropriation by right of discovery shows the extent of the claim of the first discoverer and possessor. The contiguous lands which were thus acquired embraced all of the continent within the limits expressed, although the boundary lines were not realized nor the magnitude of the appropriated territory comprehended by the presumptuous claimant.

In 1664 Charles II conveyed by grant to the Duke of York a large tract of land which included a portion of the premises embraced in the grant already referred to. I am not able, from the description, to ascertain that any of the lands in western New York were included in this grant. No matter, the colony of New York succeeding to this title, claimed the entire colony passed by it, and the conflicting claims engendered much ill-feeling between the two Colonies. For the purpose of adjusting these complications, which had become quite acute, with the increasing importance of the two Colonies or States, commissioners were appointed by each of them and they met at Hartford, Conn., in December, 1786, and entered into a compact which was ratified by the Legislature of each State, and also by Congress shortly after the adoption of the Federal Constitution.

By the treaty the commonwealth of Massachusetts ceded to New York State all claim which Massachusetts had "to the government, sovereignty and jurisdiction" of the lands in dispute. New York, on its part, ceded "to the said Commonwealth of Massachusetts, and to the use of the Commonwealth, their grantees and the heirs and assigns of such grantees forever, the right of pre-emption of the soil from the native Indians, and all their estate, right, title and property (the right and title of government, sovereignty and jurisdiction excepted) which the State of New York hath," which embraced all the lands in western New York, and which are specifically bounded in the treaty, and extended from the northerly Pennsylvania line to Lake Ontario.

The tenth provision is as follows: "The Commonwealth of Massachusetts may grant the right of pre-emption of the whole or any part of the said lands and territories to any person or persons who by virtue of such grant shall have good right to extinguish by purchase the claim of the native Indians, providing, however, that no purchase from the native Indians by any such grantee or grantees shall be valid unless the same shall be made in the presence of and approved by a superintendent to be appointed for such purpose by the Commonwealth of Massachusetts, and having no interest in such purchase, and unless such purchase shall be confirmed by the Commonwealth of Massachusetts."

It is the contention of the appellant that the Commonwealth of Massachusetts by this treaty and cession only acquired the pre-emptive right, or the right to buy the land of the Indians whenever they were ready to sell. The right of pre-emption has long been in use in our legal nomenclature, and early in England signified the right to purchase merchandise for the crown. When the settlers occupy the public lands of the United States, cultivating and improving the same, if the government places the lands in the market at a stipulated or minimum price, the settlers so in possession have the right of pre-emption, or a preference in buying the land at the price stated. That is, the essence of a right by pre-emption is the privilege of purchasing, and, as applied to the lands occupied by the Indians, the State which has acquired the pre-emption in those lands has the first right to purchase them when they are put up for sale, or to extinguish the

Indian title. (Fellows v. Denniston, 23 N. Y. 420, 423.) At the time the treaty between New York and Massachusetts was entered into the right of purchase from the Indians was considered a valuable asset. The Indians were improvident in disposing of their lands. They derived nothing from the soil, and a small sum in hand was alluring to these sons of the forest for whom manual labor had no attraction.

The claim is vigorously pressed by the appellant's counsel that this tenth provision indicates Massachusetts only possessed the right of purchase. The provision did not pass title to Massachusetts. That had been accomplished in specific terms by the cession clause previously referred to. This tenth provision simply assured the right of that State to sell the pre-emptive right. Massachusetts, of course, could sell and convey the land which it owned. It might, however, be claimed that the right to extinguish the Indian title was connected with statehood, and could not be transferred to an individual, and the provision was inserted to make clear its power to part with this right of pre-emption as well as the fee simple.

I think, therefore, the cession to Massachusetts was more than the mere right of purchasing lands from the Indians. New York intended to part with all the right or title it had in the lands described, except that of sovereignty and governmental authority. The right of pre-emption of the soil was a peculiar phrase and of known signification when applied to the acquisition of Indian lands, and might not pass by a mere conveyance of the lands described, so it was specifically mentioned. The grant, however, in terms included all the estate and title which the State of New York had in the premises. A certain part of the lands in the State of New York was ceded by Massachusetts to the former State, and similar language is employed in vesting the title, and which was in effect an exception or reservation in the deed or grant. The purpose of this compact was to ensure to New York the unmolested political authority and dominion of the territory within its domain and to release to Massachusetts any claim or lien held by New York in the premises to which Massachusetts was asserting title or ownership. To limit the interest parted with by New York to the right to purchase was a restriction not

within the compass of the grant when the long dispute between the two States is considered. Massachusetts had long asserted that the fee of the lands was in her for there had been no recognition of fee title in the Indians. New York made a counterclaim and certainly set up no title in the Indians. The aborigines were not a factor in the determination of the controversy. Their occupancy was unquestioned and the tenure of it could not be cut short except by their voluntary relinquishment. The controversy was adjusted by one State yielding sovereignty to the other, while that other surrendered its claim to fee title in the lands described. Each attained its object, and the import of the agreement seems plain, and New York never questioned the extent of the grant.

Passing that, however, Massachusetts had acquired title to these premises by patent from the crown to Massachusetts Bay Colony in 1629, as already shown. The priority of that title is manifest and it had not been transferred to New York. Even if the grant from New York was limited to the right to purchase from the Indians, Massachusetts still retained the original claim based upon priority of discovery and of grant. It is, therefore, not of the utmost importance whether Massachusetts acquired the fee title from New York for she had it by right of discovery from Great Britain which had been transferred to her grantor before the grant to the Duke of York. Each assertion of title was founded upon the same discoverer's claim and each took from the crown of the same kingdom.

Let us assume, however, that the original title in Massachusetts had for some reason expired, or the description in its grant was too indefinite and that the grant to the Duke of York in 1664 did not include the lands in western New York, still New York held the fee title. That is, eliminate entirely the Massachusetts title. When the treaty of peace was consummated with Great Britain in 1783, it relinquished its title and interest in all the lands within the thirteen States, and the title passed to each State of all the land within its territory. The boundaries of each State were well defined, and in New York embraced all the land to Lake Erie between the Pennsylvania northerly boundary and Lake Ontario, and it was largely occupied by actual settlers. All this territory had belonged to Great Britain by right of discovery.

The only other claimant at any time had been France, and its interest in the lands east of the Mississippi river, except a portion of Louisiana, was ceded to Great Britain in 1763 as a result of the French and Indian, or Seven-Years' War.

New York, therefore, at the time of the compact with Massachusetts, in 1786, was the absolute owner in fee of this land by a title recognized in all civilized countries and by the courts of our own nation as the supreme indefeasible title, subject only to the title of Massachusetts already referred to. When New York conveyed to Massachusetts, the grantee became vested with the unqualified fee title, aside from her claim based upon precedence of discovery and grant from the crown.

* * * * *

The two principles that the Indian interest in the reservation lands is merely one of occupancy, which is full, complete and effective, and of which they cannot be deprived except by voluntary cession on their part, and when duly approved by the proper civil authorities, and further that the ultimate title is in the State or its grantee, are well established by the decisions in our own State. (Citing *Strong v. Waterman*, 11 Paige, 607; *Fellows v. Denniston*, 23 N. Y. 420, 423, *supra*; *Haword v. Moot*, 64 id. 262, 271; *Smith v. City of Rochester*, 92 id. 463, 476, *et seq.*; *Seneca Nation v. Christie*, 126 id. 122.)

* * * * *

The leading case relied upon by the counsel for the appellant is *Ogden v. Lee* (6 Hill, 546). The plaintiffs in that case, who were the trustees of the Ogden Land Company, recovered a verdict in an action of trover against the purchaser of saw logs cut and removed from the Cattaraugus Reservation, and the Supreme Court granted a new trial. The right of the Indians to use and develop these lands to the fullest extent by virtue of their occupancy thereof must be clear. They are not in by a definitely determinable form. Their possession is not that of a tenant, but to all intents and purposes during their occupancy they are the owners. The possession can only be ended by their relinquishment of it. It was doubtless expected that their occupation would be perpetual, and it has existed for more than 100 years upon these reservations, and with no diminution in the number of the Indian

occupants. The principles ordinarily applicable to a tenant in possession cannot be applied to these Indians in view of the peremptory and peculiar character of their occupancy. The Indians who sold the logs were in possession of the premises and for aught that appeared the primary purpose in their cutting was to improve the land, and if so, they certainly had a right to fell trees and dispose of them. (United States v. Cook, 86 U. S. [19. Wall.] 591.)

The court did in its remarks limit the cession by New York to Massachusetts to the right of pre-emption in the soil, but the expressions were not necessary to the decision of the case. The judgment was affirmed *sub nom.* Fellows v. Lee (L Den. 628), the court holding "that the Indian title to lands is an absolute fee," and the State of Massachusetts only acquired the right to purchase whenever the Indians decided to sell. There are other cases cited upon the brief of the appellant's counsel like Wadsworth v. Buffalo Hydraulic Association (15 Barb. 83) and Blacksmith v. Fellows (7 N. Y. 401), in which it has been held either that the Indians have an absolute title in fee or that the State of Massachusetts only acquired from New York the right to buy of the Indians in case they concluded to dispose of their lands. In some of the cases the expressions used upon those questions were not essential to the decision arrived at. In any event, I am satisfied that the trend of authority and of reasoning is decidedly in favor of the position that the Indians' right is possessory only in these lands and that Massachusetts, by discovery and consequent grant from the crown and by cession from New York, owned both the ultimate fee title and the incidental right of pre-emption, and its title and rights were transferred to the predecessors of the defendant.

* * * * *

The Iroquois Nation, excepting the Oneidas and the Tuscaroras, had enlisted with England in the Revolutionary War. They were implacably cruel in their attacks upon the Colonists and participated in the bloody battle of Oriskany in their own vicinity and in many other engagements, and constantly carried on a predatory guerilla warfare. The feeling against them among the settlers was quite bitter, and yet the United States were not inclined to treat them as a vanquished enemy, and that is well illustrated in

this treaty at Fort Stanwix, which was in effect a treaty of peace between the United States and the four hostile tribes of the Iroquois after the close of the Revolutionary War and the treaty of peace with Great Britain. The treaty recites that the Six Nations "shall be secured in the peaceful possession of the lands they inhabit," which included the lands west of the Genesee river. The United States did not convey any land to the plaintiff or to the Iroquois Nation by this or any of the subsequent treaties. It simply assured the enemy which had been conquered that its lands would not be confiscated or appropriated by the United States; but, on the other hand, its occupancy of these lands would be unmolested. The United States owned no title or interest in these premises. The original thirteen colonies were independent sovereignties, and the fee of all the land within their respective domains belonged to the colony where it was situated, and the Nation never claimed otherwise. The land comprising the great north-western country, now the States of Ohio, Indiana, Illinois, Michigan and Wisconsin, was ceded to the United States by the several States claiming title, notably Virginia, after the adoption of the Constitution, so that the title to that vast tract was vested in the Nation, and that is also true of the enormous territory acquired from France by the Louisiana purchase, but there was never any cession of land within the boundaries of the original thirteen colonies by the States now succeeding to them.

* * * * *

A short dissenting opinion was written by Kruse, J. (See page 788.)

The judgment entered on the above decision was, however, reversed by the Court of Appeals, in 196 N. Y. 318, upon the sole ground of lack of jurisdiction of the Supreme Court.

"It is not merely that the plaintiff had not the right to sue, but that the court was prohibited by statute from determining the controversy."

The court also said:

"The main question involved in this controversy is the respective rights and title of the Seneca Nation of Indians and of the defendant as successor in interest and assignee of the right conferred upon the State of Massachusetts under

the treaty made between that State and this State in the year 1786. The question has been argued before us by the respective counsel of the parties with great ability and an industry of research not merely in judicial decisions, but in historical lore that could not well be surpassed. Interesting as the question is, we shall not discuss it, for we are entirely clear that the courts below had no power to determine it in this action, nor have we the power to review on this appeal the merits of the decision of it made by them."

III.

THE TREATIES OF 1795 AND 1807 WERE VALID.

The Indian Intercourse Act of Congress had no reference to treaties by an independent original State with Indians within its own borders as to lands within the confines of the State. Congress never had power to legislate as to such treaties.

Chief Justice Marshall, in *Fletcher v. Peck*, said:

"The question, whether the vacant lands within the United States became a joint property, or belonged to the separate states, was a momentous question, which, at one time, threatened to shake the American Confederacy to its foundations. This important contest has been compromised and the compromise is not now to be disturbed."

6 Cranch, p. 142 (1810).

Chancellor James Kent in *Goodsell v. Jackson*, 20 Johns. Rep. 693 (1823), thoroughly reviews the Indian question in this State and among other things says:

"The report of a committee of Congress, in May, 1782, placed the condition of these Six Nations upon the true foundation, in point of fact. It appeared, they said, that all the lands of the Six Nations had been by them, as appendant to the government of *New York*, in due form, placed under the protection of the Crown of *England*, so far as respected jurisdiction only; * * * That the colony of New York had borne the burden, both as to blood and treasure, of protecting and supporting the Six Nations for more than one hundred years, as the dependents and allies of the government."

The Chancellor also discussed the relations existing between the United States and the Indians, to the south and to the west.

The case of *Seneca Nation v. Christie*, 126 N. Y. 122, is in point on this proposition, and Judge Andrew's learned opinion should be considered. He said:

“ The claim of the plaintiff to undo this transaction and to be restored to the lands thus solemnly granted is based on two general propositions. First. That from the time of the adoption of the Constitution of the United States no valid purchase of Indian lands could be made, except under and in pursuance of a treaty between the United States and the tribe in occupation of the lands, entered into and executed under the treaty-making power conferred on the president and senate by that instrument; and, Second. That even if the mode of dealing with the Indians adopted in the present case was not, in the absence of any prohibitory legislation by Congress, in contravention of the Constitution, nevertheless the purchase of August 31, 1826, was invalid for the reason that it was made in violation of the 12th section of the Act of Congress passed March 30, 1802, entitled ‘An act to regulate trade and intercourse with the Indian tribes and to preserve peace on the frontiers.’

“ These claims challenge the title not only of every purchaser and holder of lands within the boundaries of the grant of August 31, 1826, but also the title to many millions of acres of lands in this State, held under Indian treaties made by the State of New York with the Indian tribes within its borders or under grants made by Indians to individuals under the authority of the State, where no treaty had been made between the United States and the Indian occupants.

“ The nature of the Indian title to lands on this continent was established by the system of public law adopted by European nations regulating their possessions here. It became the recognized principle that discovery followed by possession vested in the sovereign by whose subjects the discovery was made the absolute title to the soil of the lands within the limits of the discovered territory, subject how-

ever to the right of occupation by the Indian tribes, which could only be extinguished by their voluntary consent, unless forfeited under the laws of war. It was a necessary sequence to the claim that the sovereign had the ultimate title to the soil, that the right to extinguish the Indian occupation was exclusively vested in the sovereign. The Indians were held to be incapable of alienating their lands except to the crown, and all purchases made from them without its consent, were regarded and treated as absolutely void. The title of the crown was subject to grant, but a grant from the crown only conveyed the fee subject to the right of Indian occupation and when that was extinguished under the sanction of the crown, the possession then attached to the fee and the title of the grantee was thereby perfected. These general principles were announced by Chief Justice Marshall in the great case of *Johnson v. McIntosh* (8 Wheat. 543), which has ever since been regarded as a sound exposition of the nature of Indian titles.

“The several colonial charters undertook to define the territorial limits of the respective colonies. In many cases the boundaries were indefinite and in some cases conflicting. The crown, however, except in case of proprietary charters, exercised the right of making grants of unappropriated lands within the chartered limits of the colonies, although the right of soil and jurisdiction was vested in the colonial governments. On the declaration of independence, the colonies became sovereign states. They were so acknowledged by the treaty of peace of 1783, and Great Britain by that treaty ‘relinquished all claims to the government, property and territorial rights’ within the several colonies. It is the received opinion that the colonies succeeded to the title of the crown to all the ungranted lands within their respective boundaries, with the exclusive right to extinguish by purchase the Indian title, and to regulate dealings with the Indian tribes. ‘There was no territory in the United States,’ said Johnson, J., in *Harcourt v. Gaillard* (12 Wheat. 523), ‘that was claimed in any other right than that of one of the confederated states; therefore, there could be no

acquisition of territory made by the United States distinct from or independent of some one of the United States.'

"There was a controversy between the states and the United States as to the claim of the former to territory extending indefinitely westward, far beyond the limit of settlement, and whether the charters could be fairly construed to include these indefinite regions, which controversy, however, was happily compromised by cessions made by six of the states to the United States of territory claimed by them, commencing with that of New York, of March 1, 1781, and including the memorable cession of the northwestern territory by Virginia in 1784. (See *Clark v. Smith*, 13 Pet. 195; *Fletcher v. Peck*, 6 Cranch, 142.) This was the beginning of the acknowledged territorial possessions of the government of the United States, subsequently largely increased by purchases from France and Spain.

"The original states, before and after the adoption of the Federal Constitution, assumed the right of entering into treaties with the Indian tribes for the extinguishment and acquisition of their title to lands within their respective jurisdictions. They exercised the power, which had before been vested in the crown, to treat with the Indians, and this they did independently of the government of the United States. This was notably true of the State of New York. Laws were enacted from time to time by the Legislature of the State, authorizing treaties with the Indians. (See Laws of 1784, ch. 22; Laws of 1788, ch. 47; Laws of 1813, ch. 29, § 52; Laws of 1839, ch. 58; Laws of 1831, ch. 234.) In 1788, the State entered into treaties with the Onondagas and Oneidas, and in 1789 with the Cayugas, whereby it acquired the title to large tracts of land in the central part of the State, and many subsequent treaties were made with these tribes by which the State finally acquired nearly all their remaining lands. Similar treaties were made with the St. Regis, Mohawk and Seneca Indians. In all, more than thirty treaties were made between the State and various tribes, independently and without the intervention of the government of the United States. (See Collection of State

Treaties, Assembly Document, 1889, in Report on Indian Problem.) They were generally negotiated by commissioners appointed by the Legislature, acting in conjunction with the Governor of the State. It appears that on two or three occasions a commissioner of the United States was present when treaties were made. But in all cases the State and not the United States was the contracting party with the Indians. The treaties were in no sense treaties made by the President and Senate of the United States. The list of governors, who participated in making them, embraces many of the great names in the history of the State. It includes the Clintons, Tompkins, Van Buren, Marcy, Wright, Seward. By virtue of these treaties this State entered upon the lands acquired thereby, and they have been sold and built upon and improved, and comprise some of the fairest and most prosperous districts of the State. It is evident that the eminent statesmen who participated in these negotiations, did not understand that the prohibition in the Federal Constitution that 'no State shall enter into any treaty, alliance or confederation' (Art. 1, § 10), or the other provision vesting the treaty-making power in the President and Senate (Art. 2, § 2, subd. 2), prevented the State from negotiating with the Indian tribes therein for the extinguishment of the Indian title. It is worthy of observation that the articles of Confederation also vested in Congress the exclusive power of entering into treaties and alliances (Art. IX.) The United States under the Articles of Confederation and afterwards under the Federal Constitution, assumed the position of protector of the Indian tribes. Concurrently with, and as a consequence of the cessions made by the several states to the United States, national interests were created in respect of the Indian lands, of which the general government had become the proprietor. In dealing with the Indians, the general government for a long period treated the Indians as quasi independent nations. Their position was anomalous. Their domestic affairs were regulated to a great extent by the rules and usages of the several tribes, and they were regarded as possessing some of the characteristics of a

distinct political community. Treaties were made with them from time to time by the United States. One of the earliest of these was the treaty of Fort Stanwix, made with the Six Nations on the 22d of December, 1784, which established the boundary between their lands and the lands ceded by the states to the United States. This was followed by the so-called Pickering treaty, between the same parties, of 1795, and by a large number of other treaties with Indian tribes throughout the United States.

“It cannot, we suppose, be questioned that these treaties were constitutionally made in the exercise of the treaty-making power of the Federal Government, and became under the Constitution the supreme law. But the dealing by the general government with the Indian tribes through treaties was resorted to as a convenient mode of regulating Indian affairs, and not because, as with other nations, it was the only mode, independently of the arbitrament of war, of dealing with them. The policy of the general government in dealing with the Indians through treaties, and of regarding the Indian tribes as in some sense nations, which prevailed for nearly a century, has been radically changed by recent congressional legislation. The act of Congress of March 3, 1871, prohibits further dealing with the Indian nations or tribes by treaties. It enacts that ‘no Indian nation or tribe within the territory of the United States shall be regarded or recognized as an independent nation, tribe or power, with whom the United States may contract by treaty.’ The act of Congress of March 3, 1885, extending the jurisdiction of the United States courts over crimes committed by or against Indians on their reservations, and the act of February 8, 1887, providing for the holding of Indian lands in severalty by the members of certain tribes, indicate the same policy on the part of the general government to change the method of dealing with the Indians through treaties, and substituting therefor control through Federal legislation. (See *U. S. v. Kagama*, 118 U. S. 375.)

“While the former policy prevailed, the making of treaties by the original states having the preemption title to the In-

dian lands within their limits, directly with the Indians, was not regarded by the general government as inconsistent with federal jurisdiction, or as in contravention of the provision in the Federal Constitution prohibiting a State from entering into 'any treaty, alliance, or confederation.' The State did not so regard it, as the numerous treaties made by it show. That the same view was taken by the general government appears from the Pickering treaty of 1795, which expressly recognized the validity of the treaties of 1788 and 1789, made between this State and the Oneida, Onondaga and Cayuga Nations. By the second article of that treaty 'the United States acknowledged the lands reserved to the Oneidas, Onondagas and Cayuga Nations in their respective treaties with the State of New York, and called their reservations, to be their property.' The compact between New York and Massachusetts expressly authorizes Massachusetts or its grantees to treat with the native Indians for the purchase of their title to lands ceded; and this compact was ratified by Congress after the adoption of the Constitution. The practical construction given by the State of New York to the Federal Constitution, as shown by the numerous treaties made by it with the Indian tribes, and the recognition by the Federal authorities of their validity is very strong evidence that the clause in the Federal Constitution prohibiting the states from entering into treaties, does not preclude a State having the preemption right to Indian lands, from dealing with the Indian tribes directly, for the extinguishment of the Indian title. Such a dealing is not a treaty in the constitutional sense, and is not inconsistent with the exercise by the United States of its general jurisdiction for the protection of the Indians in their right of occupancy of their lands. The remark of Justice McLean, in his opinion in *Worcester v. State of Georgia* (6 Pet. 580), that 'under the Constitution no State can enter into any treaty, and it is believed that since its adoption no State under its own authority has held a treaty with the Indians,' was true as referring to treaties for lands owned by the general government, but if intended to have a broader scope, seems opposed

to the facts of history. The circumstance that Governor George Clinton, in 1793, after the passage of the Indian Intercourse Act of that year, transmitted to Mr. Jefferson, then Secretary of State of the United States, exemplified copies of the different treaties entered into by the State of New York with the various tribes of Indians within its borders, which treaties Congress afterwards formally approved, does not militate against the view that the right of the State to enter into those treaties was not prohibited by the Constitution. The treaties had gone into effect and had been executed, and the act of Governor Clinton was a prudential measure to remove any possible cloud upon the action of the State."

It was, therefore, held that the State had the power and right under the Constitution, to make treaties with the Indian tribes within the State for the purchase of their lands. The court then considered the Indian Intercourse Act of Congress of 1802, providing among other things that "no purchase, grant, lease or other conveyance of lands, or any title or claim thereto, from any Indian, or nation or tribe of Indians, within the bounds of the United States, shall be of any validity in law or equity, unless the same shall be made by treaty or convention entered into pursuant to the Constitution" and said:

"There is room for question whether the Act of 1802 was intended to apply to treaties made by a sovereign State with tribes within the State, for the extinguishment of the Indian title to lands therein * * *."

But assuming that the statute applies "to a grant made by the Seneca Nation to the Ogden Land Company in 1826, of 87,000 acres in western New York, such purchase was not in violation of the time, meaning and effect" of the Act of Congress of 1802.

"The United States, by virtue of the cessions made by the states, was the owner of a large territory in possession of the Indian tribes, with the exclusive right of preemption. No State, nor foreign power, nor any company or individual could treat for or acquire the Indian title to such lands, except by the sanction and under the authority of the United

States. The State of New York and the other states were at the same time owners of lands in the occupation of the Indian tribes within their respective limits, also having the exclusive power to extinguish the Indian title thereto. The United States could not impair the title of the states nor purchase the lands, nor authorize any purchase, without the consent of the State within which they were situated."

"This clause (referring to the first part of section 12 of the Act of 1802, invalidating any purchase of Indian lands, except when made in pursuance of a constitutional treaty, that is, a treaty entered into between an Indian nation or tribe and the United States, by the President with the consent of the Senate) has a peculiarly appropriate application to purchases of Indian lands *owned by the United States*, for the sale of which its consent was indispensable."

The language of section 8 of the Indian Intercourse Act of March 1, 1793, entitled "An act to regulate trade and intercourse with the Indian tribes," which was in force at the time of the treaty by the State with the Cayugas in 1795, was that, "no purchase or grant of lands or of any title or claim thereto, from any Indians, or nation or tribe of Indians, *within the bounds of the United States*, shall be of any validity, in law or equity, unless the same be made by a treaty or convention entered into pursuant to the Constitution, and it shall be a misdemeanor in any person not employed under the authority of the United States, in negotiating such treaty or convention, punishable by fine not exceeding \$1,000 and imprisonment not exceeding twelve months, directly or indirectly to treat with any such Indian nation or tribe of Indians, for the title or purchase of any lands by them held or claimed, provided, nevertheless, that it shall be lawful for the agent or agents of any State, who may be present at any treaty held with Indians under the authority of the United States in the presence and with the approbation of the commissioner or commissioners of the United States, appointed to hold the same to propose to and adjust with the Indians the compensation to be made for their claims to lands within such State, which shall be extinguished by the treaty." This penal statute should be strictly construed. (U. S. v. Hunter, 21 Fed. Rep. 615.)

Section 13 of the Act of 1793 provided:

“Nothing in this act shall be construed to prevent any trade or intercourse with Indians living on lands surrounded by a settlement of the citizens of the United States and being within the jurisdiction of any of the individual states.”

Therefore, it will be seen that the original power and authority of this State to extinguish the Indian title to lands in the central parts of the State, surrounded by white settlements as they were in 1795, was not intended to be hampered by federal supervision. This act repealed a former temporary act of Congress, passed July 22, 1790, providing that no sale of lands made by any Indians or any nation or tribe of Indians, within the United States, shall be valid to any person or persons or to any State, whether having the right of pre-emption to such lands or not, unless the same shall be made and duly executed at some public treaty held under the authority of the United States. (1 U. S. Stats. at Large, p. 138.)

U. S. SUPREME COURT.

THE CHEROKEE NATION *v.* THE STATE OF GEORGIA.

(5 Peters, page 18.)

“In considering this subject, the habits and usages of the Indians, in their intercourse with their white neighbors, ought not to be entirely disregarded. At the time the constitution was framed, the idea of appealing to an American court of justice for an assertion of right or a redress of wrong, had perhaps never entered the mind of an Indian or of his tribe. Their appeal was to the tomahawk, or to the government. This was well understood by the statesmen who framed the Constitution of the United States, and might furnish some reason for omitting to enumerate them among the parties who might sue in the courts of the Union. Be this as it may, the peculiar relations between the United States and the Indians occupying our territory are such that we should feel much difficulty in considering them as designated by the term foreign State, were there no other part of the Constitution which might shed light on the meaning of these words. But we think that in construing them, considerable aid is furnished by that clause in the eighth section of the third article, which empowers

Congress to 'regulate commerce with foreign nations, and among the several states, and with the Indian tribes.' "

(Page 23.)

The pre-emptive right and exclusive right of conquest in case of war, was never questioned to exist in the states, which circumscribed the whole or any part of the Indian grounds or territory. To have taken it from them by direct means would have been a palpable violation of their rights. But every advance, from the hunter state to a more fixed state of society, must have a tendency to impair that pre-emptive right, and ultimately to destroy it altogether, both by increasing the Indian population, and by attaching them firmly to the soil. The hunter state bore within itself the promise of vacating the territory, because when game ceased the hunter would go elsewhere to seek it. But a more fixed state of society would amount to a permanent destruction of the hope, and, of consequence, of the beneficial character of the pre-emptive right.

(Page 27.)

Their condition is something like that of the Israelites, when inhabiting the deserts. Though without land that they can call theirs in the sense of property, their right of personal self-government has never been taken from them; and such a form of government may exist though the land occupied be in fact that of another. The right to expel them may exist in that other, but the alternative of departing and retaining the right of self-government may exist in them. And such they certainly do possess; it has never been questioned, nor any attempt made at subjugating them as a people, or restraining their personal liberty except as to their land and trade.

(Page 33.)

In 1782 a committee of Congress report, that all the lands belonging to the Six Nations of Indians have been in due form put under the Crown as appendant to the government of New York, so far as respects jurisdiction only; that that colony has borne the burden of protecting and supporting the Six Nations of Indians and their tributaries for one hundred years, as the dependents and allies of that government; that the Crown of England has always

considered and treated the country of the Six Nations as one appendant to the government of New York; that they have been so recognized and admitted by their public acts by Massachusetts, Connecticut, Pennsylvania, Maryland and Virginia; that by accepting this cession, the jurisdiction of the whole western territory, belonging to the Six Nations and their tributaries, will be vested in the United States, greatly to the advantage of the Union (p. 606). The cession alluded to is the one from New York, March 1, 1781, of the soil and jurisdiction of all the land in their charter west of the present boundary of Pennsylvania (1 Laws U. S. 471), which was executed in Congress and accepted.

(Page 45.)

The legislation of Congress, under the Constitution, in relation to the Indians has been in the same spirit and guided by the same principles which prevailed in the old Congress and under the old confederation. In order to give full effect to the ordinance of 1787, in the northwest territory, it was adapted to the present Constitution of the United States in 1789, 2 Laws U. S. 33; applied as the rule for its government to the territory south of the Ohio in 1790, except the sixth article, 2 Laws U. S. 104; to the Mississippi territory in 1798, 3 Laws U. S. 39, 40; and with no exception to Indiana in 1800, 3 Laws U. S. 367; to Michigan in 1805, 3 Laws U. S. 632; to Illinois in 1809, 4 Laws U. S. 198.

In 1802 Congress passed the act regulating trade and intercourse with the Indian tribes, in which they assert all the rights exercised over them under the old confederation, and do not alter in any degree their political relations, 3 Laws U. S. 460, *et seq.* In the same year Georgia ceded her lands west of her present boundary to the United States; and by the second article of the convention the United States ceded to Georgia whatever claim, right or title they may have to the jurisdiction or soil of any lands south of Tennessee, North or South Carolina and east of the line of the cession by Georgia. So that Georgia now has all the rights attached to her by her sovereignty within her limits, and which are saved to her by the second section of the fourth article of the Constitution, and all the United States could cede either by their power over the territory or their treaties with the Cherokees.

(Page 48.)

Indians have rights of occupancy to their lands as sacred as the fee-simple, absolute title of the whites; but they are only rights of occupancy, incapable of alienation, or being held by any other than common right without permission from the government, 8 Wheaton, 592. In *Fletcher v. Peck*, this court decided that the Indian occupancy was not absolutely repugnant to a seisin in fee in Georgia; that she had good right to grant land so occupied; that it was within the State, and could be held by purchasers under a law subject only to extinguishment of the Indian title. (6 Cranch, 88, 142; 9 Cranch, 11.) In the case of *Johnson v. McIntosh*, 8 Wheaton, 543, 571, the nature of the Indian title to lands on this continent, throughout its whole extent, was most ably and elaborately considered; leading to conclusions satisfactory to every jurist, clearly establishing that from the time of discovery under the royal government, the colonies, the States, the confederacy and this Union, their tenure was the same occupancy, their rights occupancy and nothing more; that the ultimate, absolute fee, jurisdiction and sovereignty was in the government, subject only to such rights; that grants, vested soil and dominion, and the powers of government, whether the land granted was vacant or occupied by Indians.

By the treaty of peace the powers of government and the rights of soil which had previously been in Great Britain, passed definitively to these States. (8 Wheat. 584.) They asserted these rights and ceded soil and jurisdiction to the United States. The Indians were considered as tribes of fierce savages; a people with whom it was impossible to mix, and who could not be governed as a distinct society.

In *United States v. Kagama*, 118 U. S. 375, the respective relations of the United States and State governments with the Indians of the western territories was discussed and the court said "the power of Congress to organize territorial government and make laws for their inhabitants, arises not so much from the clause in the Constitution in regard to disposing of and making rules and regulations concerning the territory and other property of the United States, as from the ownership of the country in which the territories are, and the right of exclusive sovereignty which must

exist in the National Government and can be found nowhere else.” (Citing *Murphy v. Ramsey*, 114 U. S. 44.) “The relation of the Indian tribes living within the borders of the United States, both before and since the Revolution, to the people of the United States has always been an anomalous one and of a complex character.”

Following the policy of the European governments in the discovery of America towards the Indians who were found here, the colonies before the Revolution and the States and the United States since, have recognized in the Indians a possessory right to the soil over which they roamed and hunted and established occasional villages. But they asserted an ultimate title in the land itself, by which the Indian tribes were forbidden to sell or transfer it to other nations or peoples without the consent of this paramount authority. When a tribe wished to dispose of its land, or any part of it, or the State or the United States wished to purchase it, a treaty with the tribe was the only mode in which this could be done. The United States recognized no right in private persons, or in other nations, to make such a purchase by treaty or otherwise. With the Indians themselves these relations are equally difficult to define. They were, and always have been, regarded as having a semi-independent position when they preserved their tribal relations; not as States, not as nations, not as possessed of the full attributes of sovereignty, but as a separate people, with the power of regulating their internal and social relations, and thus far not brought under the laws of the Union or of the State within whose limits they resided.

Perhaps the best statement of their position is found in two opinions of this court by Chief Justice Marshall in the case of the *Cherokee Nation v. Georgia*, 5 Pet. 1, and in the case of *Worcester v. State of Georgia*, 6 Pet. 515, 536. These opinions are exhaustive; and in the separate opinion of Mr. Justice Baldwin, in the former, is a very valuable resumé of the treaties and statutes concerning the Indian tribes previous to and during the confederation.

In the first of the above cases it was held that these tribes were neither States nor Nations, had only some of the attributes of sovereignty, and could not be so far recognized in that capacity as to sustain a suit in the Supreme Court of the United States.

In the second case it was said that they were not subject to the jurisdiction asserted over them by the State of Georgia, which, because they were within its limits, where they had been for ages, had attempted to extend her laws and the jurisdiction of her courts over them.

In the opinions in these cases they are spoken of as “wards of the nation,” “pupils,” as local dependent communities. In this spirit the United States has conducted its relations to them from its organization to this time. But, after an experience of a hundred years of treaty-making system of government, Congress has determined upon a new departure—to govern them by acts of Congress. This is seen in the Act of March 3, 1871, embodied in section 2079 of the Revised Statutes:

“No Indian nation or tribe, within the territory of the United States shall be acknowledged or recognized as an independent nation, tribe, or power, with whom the United States may contract by treaty; but no obligation of any treaty lawfully made and ratified with any such Indian nation or tribe prior to March third, eighteen hundred and seventy-one, shall be hereby invalidated or impaired.”

* * * * *

“It seems to us that this is within the competency of Congress. These Indian tribes *are* the wards of the Nation. They are communities *dependent* on the United States. Dependent largely for their daily food. Dependent for their political rights. They owe no allegiance to the States, and receive from them no protection. Because of the local ill feeling, the people of the State where they are found are often their deadliest enemies. From their very weakness and helplessness, so largely due to the course of dealing of the Federal Government with them and the treaties in which it has been promised, there arises the duty of protection, and with it the power. This has always been recognized by the Executive and by Congress, and by this court, whenever the question has arisen.

In the case of *Worcester v. The State of Georgia*, above cited, it was held that, though the Indians had by treaty sold their land within that State, and agreed to remove away (to the west), which they had failed to do, the State could not, while they remained on those lands, extend its laws, criminal and civil, over

the tribes; that the duty and power to compel their removal was in the United States, and the tribe was under their protection, and could not be subjected to the laws of the State and the process of its courts.

The same thing was decided in the case of *Fellows v. Blacksmith and Others*, 19 How. 366. In this case, also, the Indians had sold their lands under supervision of the States of Massachusetts and of New York, and had agreed to remove within a given time. When the time came a suit to recover some of the land was brought in the Supreme Court of New York, which gave judgment for the plaintiff. But this court held, on writ of error, that the State could not enforce this removal, but the duty and the power to do so was in the United States. (That "the removal of tribes and nations of Indians from their ancient possessions to their new homes in the west, under treaties made with them by the United States, have been, according to the usage and practice of the government, by its authority and under its care and superintendence. And, indeed, it is difficult to see how any other mode of a forcible removal can be consistent with the peace of the country or with the duty of the government to these dependent people, who have been influenced by its counsel and authority to change their habitations.") See also the case of the *Kansas Indians*, 5 Wall. 737; *New York Indians*, 5 Wall. 761.

"The power of the general government over these remnants of a race once powerful, now weak and diminished in numbers, is necessary to their protection, as well as to the safety of those among whom they dwell. It must exist in that government, because it never has existed anywhere else, because the theater of its exercise is within the geographical limits of the United States, because it has never been denied, and because it alone can enforce its laws on all the tribes."

FELLOWS *v.* DENNISTON, 23 NEW YORK REPORTS.

(Page 423.)

The nature of the aboriginal title, and that of the State in which the lands lie, has been so often defined by judicial determination that no time need now be spent upon it. (*Johnson v. McIntosh*, 8 Wheat. 543; *Fellows v. Ellsworth*, 6 Hill, 546; S. C., 5 Denio, 528.) The Indian Nation, in a collective or national

capacity, has the right of occupancy of the land, but no power to sell or in any way dispose of it to others, except to the State, or to persons authorized by it to purchase; and the government of the State has the ultimate right to soil, or title in fee simple, subject to the Indian right of occupancy. The right to purchase the Indian claim, or, in the language usually employed, to extinguish the Indian title, thus existing in the State or in its grantees, is usually called the right of pre-emption.

(Page 428.)

The objection arising out of the Act of Congress to regulate intercourse with the Indian tribes, admits of substantially the same answer which has been given to the foregoing. (4 Story's Laws, U. S., 2394.) The act relates, for the most part, to the territory set apart for the occupancy of the Indians on the Mississippi river, and not within the boundaries of any State; but certain sections apply to the lands of any Indian tribe with which the United States have treaties. By these provisions it is forbidden to any person to settle upon or to survey or allot any of the Indian lands referred to, or to acquire their title by grant or otherwise, without the authority of the United States. (Sections 11, 12.)

U. S. v. Alaska Packers Assn., 79 Fed. Rep. 156.

"The government of the United States does not deraign title to its public lands from the Indians. The national government is the primary source of title, and, as original proprietor, it had the power to dispose of public lands, even within an Indian reservation, without the consent of the Indians. (Johnson v. McIntosh, 8 Wheat. 543-604; U. S. v. Cook, 19 Wall. 591-7.)

"In the opinion of the Supreme Court, by Mr. Justice White, in the case of Spalding v. Chandler, 160 U. S. 394-407, 16 Sup. Ct. 360, the doctrine held by the Supreme Court is stated as follows:

"It has been settled by repeated adjudications of this court that the fee of the lands in this country in the original occupation of the Indian tribes was from the time of the formation of this government, vested in the United States. The Indian title, as against the United States, was merely

a title and right to the perpetual occupancy of the land, with the privilege of using it in such mode as they saw fit, until such right of occupation had been surrendered to the government. When Indian reservations were created, either by treaty or executive order, the Indians held the land by the same character of title, to wit, the right to possess and occupy the lands for the uses and purposes designated."

"Even if the treaty should be regarded as making a reservation of fishing grounds and lands adjacent, necessary for use of the Indians, Congress still had the power to make other disposition of the same grounds, notwithstanding the treaty. The Supreme Court, in the same opinion, referring to the power of Congress to control the use of lands within an Indian reservation or dispose of the same, held that:

"The power existed in Congress to invade the sanctity of the reservation and disregard the guaranty contained in the treaty of 1820, even against the consent of the Indians, party to that treaty; and as the requirement of the grant necessarily demanded the possession of the portion of the reserve through which the canal was to pass, the effect of that act was to extinguish so much of the Indian reserve as was embraced in the grant to the State for canal purposes."

THE CLAIM OF WESTERN BAND OF CAYUGAS.

In connection with the above claim it is only proper to refer to another claim referred to the Commissioners of the Land Office by the Governor on December 27, 1910 — that of the Western Band of the Cayuga Nation of Indians whose memorial is printed in full in the minutes of the Land Board for 1910 at page 330-334 in which this western band show that they have always had and still receive from the State a considerable portion of the annuity to the Cayugas under the treaties of 1789 and 1795 and that they "are now entitled to share in whatever sum of money may be found to be due the Cayuga Nation of Indians arising out of the claim presented by the petition of the New York band of Cayugas." This claim however cannot be heard under ch. 255 L. 1909, which is limited to the relief of the Cayuga Nation of Indians resident in the State of New York.

THE CANADIAN BAND OF CAYUGAS.

There is still a third band of Cayugas, the Canadian branch, who in the year 1849 memorialized the Legislature, claiming that under a special provision the treaty of Ghent between the United States and Great Britain in 1814, hereinafter referred to, they were legally entitled to their per capita share with the Cayugas residing in the United States of the annuity provided by the treaties of 1789 and 1795, which they claimed was not a gift or gratuity, but merely interest on \$38,334 the State had retained in its treasury, of the money it had agreed to pay for the 1,536,000 acres of land it had purchased of the Cayugas and which was never confiscated by reason of their joining the British forces in the War of 1812, by reason of the aforesaid provision in the treaty of Ghent. The Legislature of 1849 referred the memorial of the Canadian Cayugas to the Commissioners of the Land Office.

On March 16, 1849, the Commissioners of the Land Board reported to the Legislature reviewing the treaties with the Cayugas hereinbefore referred to and continued as follows:

“ The Cayugas in the State of Ohio, being about to emigrate beyond the Mississippi, assembled on the 8th day of September, 1831, at the city of Albany. A treaty was made in which every former treaty is recapitulated, and the inducement is incorporated in this treaty for the change and division of the payment of the Cayuga annuity. Even it would seem that the Cayugas who reside in the State of Ohio had met their brethren residing on the reservation of the Senecas, or near Buffalo, in council previous to their arrival at the capitol, and agreed on a division of their annuity. The State covenants and agrees in this treaty to pay the Cayuga tribe of Indians who should emigrate to the State of Missouri \$1,700, and those residing on the Seneca Reservation, near the city of Buffalo, \$600. This treaty is particular in giving the forms of drafts and the manner of their execution. No draft is acceptable save those that conform to the strict letter of the treaty; and the signatures of four principal chiefs, done in the presence of respectable witnesses and authenticated by the judicial functionaries of the State of their adoption, are requisite.

“ We now come to the last treaty negotiated by this State with the Cayugas. Peter Wilson, one of the chiefs of that branch of the nation who sojourn among the Senecas of the western country of New York, made his appearance before the Commissioners of the Land Office, in the month of Máy, 1846, and deposited with our predecessors a power to negotiate a new treaty with the home party of the Cayugas. The result was the formation of another treaty with the Cayugas residing within the jurisdiction of the State, which made no material alteration of the treaty of 1831, save the form of a draft which might thereafter be signed by three principal chiefs.

“ The treaty made between the State and the Cayugas at Cayuga Ferry in 1795, was negotiated and signed by the sachems and head men residing as well within, as without the jurisdiction of the State of New York. By the terms of this treaty, which is now of force and obligatory on the high contracting parties, the whole Cayuga nation became entitled to a perpetual annuity of \$2,300. In consequence of this and a former treaty the Cayugas surrendered to the State of New York their ancient domains, and — save a small reservation — they had not one foot of land in the State of New York that they could call their own soil. And so they have remained to this day, dependent upon the other Indian nations that composed the confederacy of the Iroquois. They who reside in this State are for the most part tenants at will on the reservation of the Senecas or among the scattered bands of the Six Nations.

“ The memorial of the Cayuga Indians residing in Canada West, states what cannot be denied, that they were called to meet the executive of the State at Cayuga Ferry to negotiate the treaty of 1795, and they produce the counterpart of the original of this instrument to prove that this paper was deposited with them as a majority of the nation. The indorsements on this paper exhibit the payment and receipt of annuities by the Cayuga nation at the village of Canandaigua or the city of Buffalo, according to the wishes of their Canadian creditors. Payments are indorsed on this treaty from its conclusion down to the year 1809, inclusive.

“ The memorial discloses another important fact, that since the year 1809, the Cayugas residing in Canada have not received any share in the annual allowance due from the State to the Cayuga nation. The memorialists show that it has been denied them on the ground that they do not reside within the United States, but were subjects of the British king and served their sovereign in the War of 1812, and took up the hatchet against the United States, and by this act of hostility they had forfeited their share to the annuity, solemnly stipulated under reciprocal treaties to be paid to the Cayugas and their posterity forever.

“ When the State of New York obtained a cession of the lands of the Cayugas, these Indians within her territory were treated as a free and independent nation governed by its own laws and usages, and were represented by their chiefs and sachems; but at all times and in all places were considered under the dependence and pupilage of the State sovereignty.

“ The Cayugas in common with the other members of the Iroquois were never citizens of this State, but inhabitants. When they expatriated themselves and were domiciled in Canada, they maintained the same relation to the British crown. Even the Federal government did not disdain to send commissioners to treat with the Cayugas. At Fort Stanwix in the year 1784, the United States held out the olive branch of peace which was accepted by the Six Nations. By this treaty the confederates were deprived of some of their fairest domains without the jurisdiction of the State of New York. The object of the Indians was peace and friendship, and for this the stronger party received an immense tract of land. This treaty at Fort Stanwix was renewed and confirmed by the United States with the Six Nations at Fort Harmer on the Muskingum, January, 1789. Among the few provisions of the latter treaty was a solemn guaranty that their lands should be forever regarded as their property:

“ We find that the President of the United States, by Timothy Pickering, his agent, had another conference with the Iroquois in order to remove all just cause of complaint, and establish a firm and permanent friendship with them.

To quiet the minds of the Indians and cement their friendship, the United States acknowledged what lands belonged to the Oneidas, Onondagas and Cayugas their property, and that the national government would never claim the same.

“ Having shown the State and Federal relations with the Cayuga Indians soon after the organization of the Federal government down to the period of the last war with Great Britain, the question naturally arises, can the State of New York invalidate her treaties or contracts with the Cayugas, for the reason that they sided with their great father, the king of Great Britain, against the United States.

“ The State of New York is inhibited by the national government from making treaties with foreign nations and the several Indian tribes. But we have seen that the State in her sovereign capacity made two contracts with the Cayuga nation in the years 1789 and 1795. The Cayuga nation surrendered their lands and fulfilled every article of their contract, leaving nothing on her part to be executed, whilst the State, on its part, made advancements, and solemnly stipulated to pay, as we have seen, the Cayuga nation a perpetual annuity. The State, by this operation, extinguished the right of the Cayugas to the occupancy of the lands, and as an equivalent, the Cayugas required a ready payment, and the State, to use the figurative language of the Indian, agreed to plant money for the Cayugas and their posterity forever.

“ The majority of the Cayugas were domiciled in Canada when the great treaty at Cayuga Ferry was obtained. There is not one proposition in it relative to war or peace, friendship or hostility. The Indians made no *casus faederis* or violation of any part of the contract by taking up arms against the United States, and had they violated all former compacts with the national government and the State of New York, still by the ninth article of the treaty of peace, signed at Ghent, December 24, 1814, between Great Britain and the United States, the latter power made a stipulation to ‘ put an end, immediately after the ratification of the present treaty, to hostility with all the tribes or nations of Indians with whom they may be at war at the time of such ratification,

and forthwith to restore to such tribes or nations respectively all the possessions, rights and privileges which they may have enjoyed or been entitled to in 1811, previous to such hostilities.'

"This treaty being the supreme law of the land is conclusive against any confiscation or sequestration of the equitable share of the Cayugas in Canada to their annuity so far as the same relates to Federal or State engagements.

"The question of the confiscation of the funds of our enemy wherever they may be found, is one rather of policy than of law, and is properly addressed to the consideration of the Legislature, and not to the courts of law. The stern right of the confiscation of property belongs to Congress alone, and without a sanction of a law no State authority or judicial tribunal could sequester or condemn the funds belonging to the Cayugas settled in Canada West. It has been decided by the highest court of judicature of the nation that the act of Congress of 1812, declaring war against Great Britain, was not such an act. This war was an interruption or interdiction of all commercial correspondence; intercourse and dealing with the inhabitants of the British province must of necessity be a suspension of the payments of the annuities due to the Cayuga Indians residing without the jurisdiction of the United States.

"The State should do nothing to impair the sanctity of both private and public contracts, for it is an axiom of jurisprudence that where a party has made a promise to another party, a real right to the thing promised is conferred upon that party. The State having made contracts with the Cayuga nation of Indians to pay them an annuity is bound to inviolate its fidelity. These contracts cannot in a material respect be altered without the consent of the party to the prior contracts. All treaties or contracts made on the part of the State with the Cayuga tribe of Indians since 1796 were consummated since 1796, through the negotiations and signatures of the Cayuga sachems and chiefs who resided within the jurisdiction of the United States, who are in the

minority, and their acts being done without the notice or advisement of the greater branch of the tribe residing in Canada West, are not binding on them.

“ It must be apparent on reflection, that all the prior contracts, and the Laws of 1796, which is also in the nature of a contract, remain unrescinded and unrepealed as far as regards the rights and the interests of the memorialists. As absolute rights have been vested under those contracts, the Cayugas within the United States could not divest their brethren of those rights, nor annihilate nor impair their claim to a just proportionate share in the annuities of that nation of Indians. To come to any other conclusion would be pregnant with injustice; it would be saying that a feeble and sickly band of Cayugas, residing in the State of Missouri, and their kindred remnant living on the Seneca lands in Western New York, not exceeding the whole 150 souls, should be sole participants in a debt that belongs to the Cayuga nation, while their brethren in Canada, more than four times their number, should be left in destitution and without payment. If this annuity can be withdrawn from the memorialists, so can the principal of that annuity. For this State to assume either position would be to place her in the attitude of having purchased a large territory of land, obtaining a peaceful and vested title, agreeing to pay a stipulated price, with a solemn and specific mode of payment, designated in grave and formal treaties, and then in the face of all these treaties to say, as the guardian of our Indian wards, that it has a right to pay a favored few, and that the majority of the Cayugas, who have gone elsewhere, and taken up the hatchet against their native country, shall be punished and be forever left remediless in our courts.

“ A kind spirit of conciliation could effect a just distribution of this annuity. Its operation would result in many compensating advantages and greatly tend to harmonize the different tribes of the Cayugas, and bind the whole in mutual affection. It would brighten the chain of friendship, which was never sullied by our Dutch and English ancestors. If judiciously distributed it might be made the means of en-

larging the boundaries of religion and science among the countrymen of Logan, and by the foundation of improvement in the condition of this noble race.”

CHRISTOPHER MORGAN,
Secretary of State.

GEORGE W. PATTERSON,
Lieutenant-Governor.

W. HUNT,
Comptroller.

ALVAH HUNT,
Treasurer.

CHARLES B. STUART,
State Engineer and Surveyor.

This report is No. 165 in volume 3, Assembly documents of 1849.

This report was filed only a very few days prior to the adjournment of the Legislature, and therefore was not acted upon.

In 1850, the Indians made an attempt themselves to revive the matter, but with no one but themselves to attend to it, and with no “friend at court,” the attempt (as might have been expected, as a matter of course), proved a miserable failure.

The Land Board of 1850, decided nothing, however, but simply held the matter open, to afford Dr. Peter Wilson an opportunity to prove the statements he made in his speech. But he never attempted to do so, although it was but thirty-eight years after the council of the Six Nations had been held, and there must have been many men yet living who attended it, and who knew all about these matters, and, had his assertions been true, he could easily have proved them, but, as they were not true, he never attempted to prove them.

This delay so discouraged and disheartened the Indians, however, that no attempt to right their wrong was made by them afterwards, until through a friend whom they found willing to undertake the matter for them, they, on the 24th day of April, A. D., 1882, presented a petition to the honorable board of Commissioners of the Land Office of the State of New York, asking that their share of the annuities be paid them, pursuant to the provisions of the treaties between the State of New York and the Cayuga Nation

of Indians, dated February 25, 1789, and July 27, 1795, and at a meeting of the board, held on the 27th day of April, 1882, said petition was referred to the Attorney-General, and, on the 2d day of October, 1882, the Attorney-General made a report in the matter, and the report was adopted.

Attorney-General Russell, in his opinion, says: "If the claim of the Indians residing in Canada be deemed by them valid, it might be proper for them to present it before the State board of audit, and thus a judicial interpretation of their rights be had by the courts, otherwise the whole subject should be left to the Legislature; that the board of commissioners had no jurisdiction over it."

The claimants, deeming their claim valid, and that it was not a gift or gratuity, but a legitimate, legal claim due them by right, desired "an interpretation of their rights by the courts," and, therefore, on the 27th day of February, 1883, they filed a claim with the State board of audit, but, as an act was pending in the Legislature to abolish said board, it took no action in the matter.

On the organization of the board of claims, with the same jurisdiction as the board of audit, the case passed from the board of audit to the board of claims, by action of law, and on the 7th day of December, 1883, came up for hearing.

Attorney-General Russell then moved to dismiss the claim, on the ground that the board had no jurisdiction of it — that it properly belonged to the board of commissioners of the land office to decide the matter. When confronted with his opinion given to the Commissioners of the Land Office, and upon which said board dismissed the case, he said that opinion was wrong, and averred that the one he was now giving was the correct one.

The case was then argued upon the motion to dismiss, and the court dismissed it for want of jurisdiction.

They then, on the 11th day of March, 1884, filed a second petition with the Board of Commissioners of the Land Office, praying that they be restored to their share of said annuity at all future payments thereof. The board denied the application of the petitioners on the ground that the matter should be presented to the Legislature and not to them; and it was a matter in which the Legislature alone could grant relief — that being the opinion of the new Attorney-General, Hon. Denis O'Brien. (For copy of

Attorney-General O'Brien's Report, dated April 30, 1884, see appendix.)

Their friend, acting for them, sued out a "writ of *certiorari*," to which the commissioners made their return, and thus the case was carried to the General Term of the Supreme Court of the "Third Department."

It was there duly argued before the three judges composing said General Term, and the court rendered its decision entirely in favor of the Indians, giving the following opinion:

OPINION OF THE GENERAL TERM.

THE PEOPLE EX REL. THAT PORTION OF THE
CAYUGA INDIANS, Residing in Canada, Re-
lators,

against

THE BOARD OF COMMISSIONERS OF THE LAND
OFFICE, Respondents

ALBANY, November, 1884.

LEARNED, P. J., LANDON AND FISH, JJ.

LEARNED, P. J.—This is a hearing upon a return to a writ of *certiorari* by which the relators seek to review the actions of the respondents in denying the relief asked in a petition presented to them by the relators. The first point made by the respondents is that the relators have no standing in court, inasmuch as they do not come either as individuals or in any corporate capacity. The reply of the relators to this is a reference to chapter 234, Laws of 1841. The fourth section of that act imposes on the respondents the duty "to hear and determine all questions which may arise in relation to moneys under the control of this State belonging to any Indian tribe or nation, individual Indian or his descendants, or any part or portion of them, and all questions which may arise between the various parties of such tribe or nation in relation to any of their lands in this State or the avails thereof." Section 5 gives power to the respondents to make arrangements with any tribe or nation of Indians, or with any

part or portion of them, or with any individual Indian or Indians who have any claim upon moneys belonging to them under the control of the State.

Here we have power given to determine questions and make arrangements with a tribe or nation, with individual Indians and with a part or portion or parties of a tribe or nation. This evidently contemplated the fact that there was, or the possibility that there might be, portions or parts or parties of a tribe or nation with whom arrangements would be made and questions determined; not quite as individuals, but as bodies possessing some organization and capable of acting. It appears further, as a matter of fact, that there are distinct portions or parts of this tribe of Indians; one residing in Canada, one residing in New York, and one, quite small, west of the Mississippi; and that the respondents have from time to time made arrangements in regard to the money in question with some of these parts or portions of the nation. Thus a construction has been given to the act, a construction which seems reasonable and necessary when we consider the fact of this separation of the tribe into these parts or portions. It could hardly have been intended that the arrangements mentioned in the act should be made with every individual Indian. But it must have been intended that these portions of the tribe might severally act in respect to these moneys as distinct bodies. It seems to us, therefore, that we ought not to dismiss this matter on the ground that the individual Indians are not the petitioners. In fact, the petitioners seem to claim that they really compose the nation, having among them the sachems and an hereditary head chief and three-fourths of the whole number of the tribe.

On the 25th of February, 1789, the State made a treaty with the Cayugas by which that nation ceded most of its land in consideration, among other things, of \$500 to be paid annually to the Cayugas and their posterity forever.

On the 27th of July, 1795, a grand council of the Cayugas was held at Cayuga Ferry, at which were gathered the chiefs and warriors, as well as those residing in the State as those residing in Canada, and a treaty was made with the State by which the Cayugas sold all their land, except three small pieces, for \$1,800 annually. And it was agreed that these two annuities, making

\$2,300 annually, should be paid at Canandaigua. It was agreed that the receipt for these annual payments should be indorsed on the counterpart or duplicate treaty in possession of the Cayugas. The head chief of the Cayugas is known as O-ja-geht-ti. And this duplicate treaty is now in possession of the head chief in Canada, known by that name, who is the successor of the head chief living when the treaty was made. One of the excepted pieces of land was reserved to him, a piece one mile square at Cannogai.

In 1807, the Cayugas, for a consideration paid at the time, ceded all the reserved land except this piece of one mile square reserved to the head chief.

In 1808 a large number of the Cayugas with their head chief and sachems removed to Canada, making with those already there, more than three-fourths of the whole, and they have remained there ever since. No part of the annuity has been paid them since that time, because being subjects of Great Britain they took part in the War of 1812 against the United States. Some of the Cayugas who remained in the United States had removed to Sandusky, Ohio. Up to 1809 the annuity was apportioned among the three different branches; the Canada branch, the Sandusky branch, the New York branch, each receiving a portion.

In 1829 an arrangement was made with the Sandusky branch by which their share of the annuity was to be sent to them. This portion of the nation was about to remove in 1831 beyond the Mississippi, and in that year another arrangement was made between them and the State by which the State was to pay them \$1,700, and those residing near Buffalo, \$600. Several times since 1841 the Board of Commissioners of the Land Office have made apportionments of the annuity between the New York branch and the western branch; and the whole annuity has been distributed between these branches of the nation.

The petitioners now ask the board to hear them and to take evidence as to their right to a portion of the annuity; insisting that they number 850, while all who are in the United States are only 276; that among them is the head chief O-ja-geht-ti, and the lawful chiefs or sachems, and that the head chief has the duplicate treaty in his lawful possession.

The board of commissioners admit, by the opinion of the Attorney-General, which they adopted, that they undoubtedly have

jurisdiction in the matter under the statute above stated. But they insist that the granting the petition involves questions of State policy; that a report made by the board to the Legislature in 1849, favorable to the claim of the Canada branch, was not acted upon by the Legislature; that long usage is contrary to the petitioner's claim, and that the subsequent agreements to pay the whole annuity to other branches deprive the petitioners of their rights. These are the grounds which appear in the return for denying the petitioners' claim.

Upon the argument of this *certiorari*, however, the respondents insist that the Indians cannot sue or be sued in our courts. The statutory restrictions referred to by the counsel seem to apply to Indians residing in this State, and who are, therefore, under its protection. Nor can this restriction be intended to prevent the respondents from discharging the duty imposed on them by the statute above cited. If that statute imposes a duty in respect to Indians, which the respondents refuse to discharge, there must be a remedy in the courts to compel the respondents to do this duty.

We may further remark that this proceeding is not open to the objection that the petitioners are suing the State upon treaty rights. The petitioners are only seeking to compel the tribunal which the State has itself appointed to do the duty which the State has imposed upon it. We see nothing in the statute, already cited, which forbids this court from exercising that control over the respondents in this matter which it may lawfully exercise in other cases. There is nothing to indicate that the action of the respondents is beyond review by the proper authority; at least to the extent asked by the petitioners.

Again it is said that in making the treaty of 1795, and those which preceded, the Cayugas acted in a sovereign capacity, as a nation, and that the rights thereby required are to be enforced only as other treaties are enforced between sovereign States. Now we ought not to permit words such as "sovereign States," "treaties" and the like to conceal the real facts. The Cayugas were an independent nation of Indians, possessing a large amount of land in this State. The State, by its treaty with them, bought all (that is substantially all) this land. We know that this purchase practically deprived the nation of its home, and resulted in its

creation into three parts, and the removal of these parts to different places. We know also that the nation did not own these lands in the manner in which this State, for instance, owns lands. The State owns lands in absolute proprietorship, as an individual does. An individual may not trespass on the land of the State, while on the contrary the lands of the Cayugas belonged to each member of the tribe, and each had the right of enjoying and using the same. It is in recognition of this that the State has divided up and distributed the annuity among the branches in same proportion to the members belonging to each branch.

This same idea is indicated by the fact that the annuity is payable to the Cayugas "and their posterity forever." Now this word "posterity" is applicable only if the payment were to be for the benefit of the individual members who should compose the nation. A nation is not said to have posterity. For the nation is perpetual if it exists as a nation, and therefore, when the word "posterity" was used, it indicated that a time was anticipated when there would be no longer a nation, as such, though there would still remain the posterity of the individuals. We can hardly think of any people as a nation who have not a part of the earth's surface belonging to them as such, and this is especially true of such a nation as the Cayugas were.

But the argument may take another form. It may be said that granting the right of these several branches to present their several claims, inasmuch as they cannot, or do not, any longer act as one nation, yet such claims should be presented to the Legislature, not to the courts. There might be much force in this if it were not that the Legislature, by the statute already cited, had conferred power on these respondents to act in the matter and to adjust these claims. Certainly the State may give power to this board of commissioners to hear the matter, even though otherwise it would be a matter only for the legislative power. And the respondents admit their power to be undoubted. Now, in conferring this power on the respondents we must understand that the Legislature intended to authorize them to do justice. It was not intended to commit to them any questions of State policy. Indeed, it is difficult to see what questions of that nature arise. The War of 1812 is long past. To pay the petitioners (if they show themselves entitled), will not be to give aid and comfort to an enemy.

After a lapse of some seventy years, it is not possible, that there are many of these petitioners who fought against us. Furthermore, there is nothing to indicate that this debt was ever confiscated to the State or to the United States during the war, even if we admit that the war had the effect to suspend the payment. It seems to us, therefore, that there is no question of State policy to prevent the respondents from acting.

But, again it is insisted that these respondents have made subsequent treaties (so to call them) by which the State has agreed to pay this annuity to other branches of the nation than those in Canada. In reply we may say that these agreements cannot be proper treaties since they appear to be made only with two branches of the nation, and those not the majority of the whole. Nor does it appear that these are permanent arrangements, since changes therein have been made. Nothing is shown which indicates that there have been made any arrangements which cannot be changed. This statute provides for the settlement of questions between the various parties of the nation. Suppose after such settlement one of the parties should become extinct, can there be no new adjustment? Furthermore, if these petitioners have a right to be heard, and they certainly come within the language of the statute, how can any arrangement with another part of the nation, to which they are not a party, or when they have not been heard, deprive them of their rights? The statute evidently established the respondents as a tribunal to hear and determine these conflicting rights of the several portions of the tribe. The respondents, without hearing these petitioners, allot to the other claimants the whole amount in dispute. Call such allotment a treaty, and, as a treaty, allege that it is conclusive against the petitioners. That is not just. They were charged with the duty of hearing and determining the questions. They have not heard and determined the question on the claim of these petitioners. But, furthermore, if by the actions of these respondents, the State has become liable to pay to the portions in the United States, that may increase the liabilities of the State. It does not diminish the claim of these petitioners. They stand on the treaty granting the authority. For that annuity their ancestors sold their lands. The State has had the consideration, and must pay the purchase-money. And the State must pay to the lawful claimants; not

arbitrarily to those whom they prefer. If the State establishes a tribunal to determine who are entitled, these petitioners must be heard and their rights legally passed upon. Suppose the treaties of 1789 and 1795 had never been made, all of these who are now the posterity of the Cayugas of the date of those treaties would have had their rights in this great property. All of them would practically have the same rights now in the annuity which was promised in payment for the land. It matters not where they live; whether under this government or under that of England; their rights are the same. Nor does it matter that they are broken up into portions and can no longer be called one nation; or that their several rights are thus in conflict. So far as it is possible, the rights of all should be protected, so that, in the way best suited to their habits, every family or every individual should enjoy the benefit of the annuity.

We are of the opinion that the relief asked by the relators should be granted. The exact form can be determined on settling the order. * * *

On February 26, 1885, an order was entered upon the foregoing decision:

“That said Board of Commissioners of the Land Office do forthwith proceed to ascertain the number of Cayuga Indians, including these relators, and to pay the said annuity to the said Indians per capita, or to the person or persons duly authorized to receive the same.”

The Hon. Denis O'Brien, the Attorney-General of the State, who had charge of the case for the Board of Commissioners of the Land Office, appealed from the foregoing decision to the Court of Appeals, and, on the second day of June, 1885, the Court of Appeals rendered its decision reversing the decision of the General Term of the Supreme Court, on the ground of jurisdiction — holding that the courts had no jurisdiction — that it was not in the power of the courts to grant the relief, but was a matter entirely and solely within the jurisdiction of the Legislature, which body alone should grant the relief asked for. The opinion of the Court of Appeals is not reported, “as a majority of the court did not concur in it.” Three of the judges concurred in the opinion, and one in the result, which was sufficient to reverse the decision of the General Term.

A copy of the opinion of Judge Danforth concurred in by Judges Reyer and Miller (Judge Earl concurring in the result), now on file in the Attorney-General's office, also printed in Senate Document 86 of 1866, holds that the relators do not appear to have been recognized by the State as a part of the Cayuga Nation, and, therefore, had no standing before the Land Board. That the action of the commissioners in the premises was entirely legislative, but that the act of 1841 (hereinbefore referred to) declared that no action by virtue of the section invoked by the relators should have any effect until approved by the Governor, and that a similar act, Ch. 58, Laws of 1839 (in relation to the Oneida Indians), declared that the proceedings of the commissioners when approved by him should have the same force and effect as an act of the Legislature upon the parties concerned therein. "That the power and duty of the commissioners was to propose or initiate a measure but not to consummate it; that the concurrence of the Governor is necessary to complete it, and that they together make a law, but do not construe it. They have no judicial functions, and while they determine or answer questions, it is by giving relief or by enacting what shall be and not by determining what from existing relations or laws ought to be." But if these propositions are not correct * * the commissioners had no power to inquire into the validity or propriety of these treaties. They might order a new distribution. That would not be a judicial determination but a resolution, or a contract, of no force until approved by the Governor. No court could require it to be made, nor review the discretion which refused to make it. It is the Governor who can approve or withhold his approval. If he approves, "the proceedings of the commissioners have the force and effect of an act of the Legislature. They are, therefore, creative or legislative, not judicial. The learned counsel for the respondent is in error in supposing that the board have power to carry out their own decisions as to the divisions of Indian moneys under the control of the State. The statutes referred to are otherwise. * * * The petitioners now claim that the State is indebted to them for their share of the annuity which became due June 1, 1884, and that to become due thereafter forever. * * * By the treaty of 1831, recognized by the Legislature (Ch. 355, Laws of 1849), the disposition of the annuities between the Indians at Sandusky and

those of New York was determined. There is no question here between portions of the tribe or Cayuga Nation. The petitioners seek to establish a debt against the State. The commissioners cannot declare one." The court further held that the commissioners could not rescind a treaty already made; that no power to annul or vary the existing treaty (of 1831) was delegated to them and concluded with this statement: "The argument of the learned counsel for the respondent has been extended. It has touched many questions of expediency and general equity. They may be properly addressed to the Legislature. It may, no doubt, deal with foreign or domestic Indians according to its sense of right and moral duty."

As soon as possible after the Legislature convened, a memorial and petition was introduced into that Body, and on the twelfth day of February, 1886, the Senate, by resolution, referred the matter to the Board of Commissioners of the Land Office, requesting said board to examine into the matters and things set forth in said petition, and to take such evidence and testimony in the case as it may deem proper, and report to that body with all convenient speed.

First. Whether said petitioners are a part of the posterity of the Cayuga Indians with whom the State made the treaties mentioned in said petition.

Second. Whether, in its opinion, said petitioners are entitled to a "per capita" share of the \$2,300 annuity the State agreed to pay in and by said treaties.

The Commissioners of the Land Office, having received the aforesaid Senate resolution, referred it on March 4, 1886, to the Attorney-General, Comptroller and Secretary of State as a committee to investigate the matters inquired of in the resolution and report. (See Sen. Doc. 86 of 1866.)

Said committee afterward made their report (see Sen. Doc. 86 of 1866), which, on May 6, 1886, was adopted by the board, finding:

First, "That the petitioners are probably the lineal descendants of the Cayuga Nation of Indians with whom the treaties referred to were made."

Second. That "the Legislature has undoubted power to make a distribution, giving the petitioners a part or portion" of said

annuities, and "that this is a matter appealing to the discretion and judgment of the Legislature alone."

On May 14th said report was received by the Senate, and was referred to its Committee on Indian Affairs. This committee afterwards asked that the report of the Commissioners of the Land Office be printed.

The next meeting was on the evening of the 17th instant, just two and a half days prior to the final judgment, which took place at noon on the 20th instant. It was therefore impossible to get the matter brought to a hearing, so it necessarily laid over until the next session of the Legislature, in January, 1887.

In the Legislature, which convened in January, 1887, a bill was introduced in both branches, and was referred to the Committee on Indian Affairs in the Senate, and of Ways and Means in the Assembly, appointing William C. Bryant, of Buffalo, N. Y., a commissioner to inquire into the facts of the case, and if, in his opinion, the Cayugas in Canada were entitled to a share of the annuity, it empowered him to make an arrangement by which they should receive their share in the future; such arrangement to be subject to the approval of the Governor.

The bill was reported favorably by both committees, but too late to come up for final passage in either branch of the Legislature.

The next step in the case was the passage of chapter 84 of the Laws of 1888, authorizing the Supreme Court, sitting in Erie county, to appoint a commissioner to ascertain who are the payees under the said treaties of 1789 and 1795.

Herbert P. Bissell, Esq., of Buffalo, N. Y., was appointed such commissioner, and had many hearings during the summer of 1888, but the attorneys upon the other side (Hon. William F. Sheehan and Hon. Leroy Andrus, both having been elected members of the Legislature of 1889), had an act introduced into the Legislature to repeal chapter 84 of the Laws of 1888, which passed the Assembly, but failed to pass the Senate.

(For a copy of the stenographer's minutes, containing a complete record of all the proceedings had and testimony taken before Herbert P. Bissell, commissioner, see Senate document 35 of 1889).

Said attorneys claimed that the merits of the case had not been settled; the petitioner's attorney claiming that the decision of the Commissioners of the Land Office in 1849, and that of the Supreme Court of the Third Department in 1885, had fully, fairly and equitably settled the merits of the case, and that all that was left to be settled was provided for in chapter 84.

Thus matters stood until a day or two prior to the adjournment of the Legislature of 1889, when chapter 473 of the Laws of 1889 was passed, postponing the report of Commissioner Bissell until the 15th day of February, 1890.

At the same time a resolution passed the Senate authorizing its Committee on Indian Affairs to sit during the recess of the Legislature, and empowering it to investigate the claim of the Cayugas residing in Canada and to report to the next Legislature, by the 15th day of January, 1890.

The Cayuga Indians residing in Canada, therefore, appeared by James C. Strong, Esq., of Buffalo, before said committee, and claimed.

That they were a part of the posterity of the Cayuga nation of Indians with whom the State of New York made the treaties of 1789 and 1795, and that they have never relinquished their claim to the annuities provided for in said treaties, and as a part of said nation claim that they should be paid their 'per capita' share of the moneys payable under said treaties. * * *

The Senate Committee on Indian Affairs met in Buffalo, N. Y., November 19, 1889, in pursuance of a resolution of the Senate, of which the following is a copy:

Whereas, By chapter 84 of the Laws of 1888, entitled, 'An act to appoint a commissioner to ascertain who are the payees under certain treaties made by the State, dated respectively, February 25, 1789, and July 27, 1795, and to modify said treaties,' provision was made for the appointment of a commissioner to ascertain who are the payees under certain treaties made by this State, dated respectively February 25, 1789, and July 27, 1795, and to modify said treaties; and,

Whereas, At the present session of the Legislature, a bill is now before the Judiciary Committee of the Senate; and,

Whereas, The Legislature should know whether or not the Cayuga Indians with whom the State of New York made said treaties; and whether or not the said Canadian Indians ever relinquished their claim to the annuities provided for in said treaties, if they are found to be a part of such posterity, as well as all their claims against the State of New York by reason of said treaties, before further legislation is had on this subject; therefore, be it

Resolved, That the Committee on Indian Affairs of the Senate have leave to sit during the recess of the Senate, for the purpose of investigation and examination of said question and subject, at such times and places in the State of New York and Canada as to such committee shall seem most proper, with power to send for and examine books, papers and persons, and to employ counsel and a stenographer at a price heretofore paid by the Comptroller to stenographers in similar cases, and report the testimony together with the opinion of the committee thereon to the next session of the Legislature, on or before the 15th day of January, 1890.

The testimony taken by the Senate Committee on Indian Affairs is contained in Senate Document No. 58 of 1890.

Accordingly Senator Vedder introduced a bill in the Senate in 1890 and again in the Senate in 1891 (Int. No. 340), providing that the Cayuga Nation of Indians should thereafter be considered as having ceased to exist as a nation, tribe or distinct people; that Commissioners be appointed to investigate and determine who are the posterity of those Indians who on July 27, 1795, composed the Cayuga Nation and that the fact that any individual shared in the annuity distribution in the State of New York or in the Indian Territory, in the year 1890, or that his or her name appeared upon the official census list of Cayuga Indians in the Dominion of Canada for the year 1890 shall be *prima facie* evidence that said persons are posterity of the Cayuga Nation of 1795 and that no persons shall be excluded by reason of non-residence or absence of himself or ancestors from the limits of the United States or for misconduct of any kind. The bill further provided for public hearings by said commissioners and that the evidence, reduced to writing, should be certified and filed in State Comptroller's office. It also provides for an appeal by any claimant to the Board of Claims.

One hundred thousand dollars was intended by this bill to be appropriated to pay the posterity of the Cayuga Nation in lieu of the annual payments provided in the treaties heretofore made by this State with said nation, and in full payment of any real or alleged arrearages in the payment of said annuities, which was to be distributed by the State Comptroller equally among those Indians who should by said commissioners be determined to be the posterity of said Cayugas, paying the shares of those residents of Canada to a person to be appointed by the Superintendent-General of Indian Affairs for the Dominion of Canada, and in other cases to individual Indians or to heads of families, guardians or trustees, but no payments to be made, until the beneficiaries shall release to the State all claims past, present and future growing out of any treaties made with the Cayuga Nation by this State.

Each of these bills passed the Senate, but were rejected by the Assembly in 1890 and 1891.

The Senate Committee on Indians Affairs for the year 1889, pursuant to chapter 84, Laws of 1888 (see Senate document 73 of 1891), reported to the Legislature, reported on April 15, 1891, the following findings and conclusions:

That under a treaty entered into by the State of New York and the Cayuga Nation of Indians, dated July 27, 1795, this State became obligated to pay to the said nation of Indians an annual annuity of \$2,300. That subsequent treaties and agreements between said parties have changed the manner and place of payment from that designated in the said treaty, but that the State is still bound by its said treaty obligation to make said payment to the Cayuga Nation of Indians.

That prior to the Revolutionary war the Cayuga Nation occupied and claimed as owner a large tract of land in the vicinity of Cayuga lake. That subsequent to the war said nation has never to any extent occupied said lands, but have in the main lived with the Seneca Nation of Indians in the vicinity of Buffalo, in Territories and States west of New York and in Canada. That by the treaties of 1789 and 1795 the Cayuga Nation sold and transferred to this State all of said lands except two small parcels which they sold to the State in 1807. That after said

transfers of 1789 and 1795 a part of said nation removed to Sandusky, Ohio, and at different times up to 1812 individual Cayugas removed to Canada, where they were provided with lands and presents by the British government upon equal terms with other members of the Six Nations of Indians that sought protection from that government. That the Cayuga Nation of Indians as a distinct people or nation, with a full corps of chiefs and national officers, have ever since said treaty of 1789 maintained an unbroken national organization within the limits of the United States, which organization has during all that time been recognized by the State of New York as the Cayuga Nation of Indians, with whom said treaty obligations had been contracted. That during that time said organization became divided into two bands. One located with the Seneca Nation of Indians on the Cattaraugus Reservation, in this State, the other at Sandusky, Ohio, afterwards west of the Mississippi river and now in the Indian Territory, but said two bands have always acted together, and in their united capacity have at all times been recognized by this State as constituting the said Cayuga Nation of Indians.

That the State of New York has faithfully performed its obligations under said treaty of 1789 and 1795 and their various modifications, and has regularly paid the annuity therein provided for each year to the said Cayuga Nation of Indians as so constituted and recognized.

That there was no obligation resting upon said Cayuga Nation to divide the annuity among the individual members of said nation, but that said nation had the absolute right to dispose of the same without accountability to this State, and that the State of New York had and has no right or authority to pay said annuity or any part thereof to any individual member or members of said nation (except when duly authorized so to do by said Cayuga Nation), but can only discharge its treaty obligation by paying said annuity entire to the duly recognized representatives of the Cayuga Nation of Indians, so long as said people are recognized as an existing nation.

From the evidence taken before your committee and the conceded facts, it appears:

First. That the said annuity money was pursuant to the terms of the treaty of 1795 paid by the State of New York to "The Agent for Indian Affairs under the United States for the time being residing within this State," up to and including the year 1829. That said moneys were by said "Agent for Indian Affairs," each year paid over to the representatives of the Cayuga Nation of Indians, as recognized by said agent and the government of this State.

Second. That on the 28th day of February, 1829, a new treaty was entered into by and between this State and the said Cayuga Nation of Indians through their duly accredited representatives by which the time and manner of paying said annuity were changed, and the provisions of said former treaties in said respects released and discharged.

Third. That afterwards and on the 8th day of September, 1831, another treaty was entered into between this State and said Cayuga nation through their duly recognized representatives by which this State agreed upon a different manner of paying said annuity and also assumed an obligation to divide said annuity between those Cayugas who were about to remove from Sandusky, Ohio, and this State to some place west of the Mississippi river as one band, and those of said Cayugas who should remain in this State as another band, upon a basis set forth therein.

Fourth. At a treaty dated July 4, 1846, made between this State and that band of the said Cayuga Nation residing in the western part of this State. The State of New York agreed with said Indians that it would distribute among said band the portion of said money belonging to them according to the number of members in each family who may remain in this State.

Fifth. That the said two bands of Cayugas have at different times arranged among themselves the proportion each should receive of said annuity according to their respective members at the time, and that this State has divided said annuity among them in conformity with such agreements.

Your committee would further report that from all the evidence presented before us we have reached a conclusion that no part of the said annuity of \$2,300 was ever paid to those Cayuga

Indians who removed to Canada and became recipients of the bounty of the English government. That there is no evidence that this fund was ever divided among the individuals or families of said nation except as this State has made such a division under the treaty with the New York band dated July 4, 1846.

Your committee would further report that there is a large body of Indians residing in Canada who are descendants of individuals who were members of the Cayuga Nation of Indians at the time the said treaties of 1789 and 1795 were entered into. That the ancestors of said Canadian Cayugas left the United States and sought protection and the bounty of the English government prior to the War of 1812. That they were received by said government and provided for as its wards as a recompense for their services for said government in the War of the Revolution.

That when said Cayugas so removed to Canada they ceased to be members of that Cayuga Nation of Indians which was recognized and acknowledged by this State. They ceased to share in the funds and provisions made for the said Cayuga Nation, and that said Canadian Cayugas have not since they so removed had any lot or interest with said Cayuga nation as recognized by the government of this State. That by said removal they withdrew from membership in the said Cayuga Nation as so recognized. That said Cayuga Nation of Indians ceased to deal with or recognize said emigrating Indians as members of said nation, and they have never since recognized them as members thereof.

That by such emigration said Canadian Cayugas surrendered all claim or interest in the annuity funds and property of said Cayuga Nation of Indians.

Your committee further report that the ground urged by the claimants — that they are entitled to a share of the said annuity by reason of a provision in a treaty entered into between the government of Great Britain and the United States at the close of the War of 1812, designated as the Treaty of Ghent — is not well founded. The Canadian Cayugas were not in receipt of any part of said annuity in the year 1811 and were not then entitled to receive any part thereof under the rules and regulations of said Cayuga Nation of Indians or by the terms of the said treaties between said nation and this State.

Your committee would further report that the Cayuga Nation of Indians have no lands in this State. That those members of said nation residing within our State number about 150, and reside at sufferance upon the lands of the Seneca Indians, with whom they have inter-married until they have become substantially Senecas, having even lost the use of their own language. That the Cayugas have nowhere lands belonging to them as a distinct people. They have no written national records, no provision for national care of their poor, for education, or for any general purpose. That the bands are widely separated, having no interests in common, and that in the judgment of your committee the time has arrived when this State should cease to recognize them in a national capacity, but should make provision for dividing among the members of said nation a sum equal to the value of said annuity and thus discharge its obligations.

Your committee would further recommend that the Cayuga Indians in Canada be authorized by law to present their claim to share in the distributions of said funds to the Board of Claims of this State, to be heard by said board upon the oral testimony taken before this committee, and such documentary and historical evidence as said court shall decide to be competent evidence, and that the Cayuga Indians in the United States may be heard therein as parties defendant, and that the finding of said board shall be conclusive as to the rights of said Canadian Cayugas to share therein.

Your committee would further recommend that chapter 84 of the Laws of 1888, entitled "An act to appoint a commissioner to ascertain who are the payees under certain treaties made by the State, dated respectively February 25, 1789, and July 27, 1795. and to modify said treaties," be repealed, and that an act be passed for the appointment of commissioners to ascertain who would be entitled to share in the distribution of said funds and to distribute the same in accordance with these findings and the decision of the Board of Claims.

All of which is respectively submitted.

C. P. VEDDER,
JOHN LAUGHLIN,
JAMES F. PIERCE,

Committee.

Dated March 15, 1890.

In 1895 the bill of 1890 and 1891 was again introduced with some slight changes (see Senate bill 103 of 1895 — copy in Appendix) and later Senate bill 381, authorizing the Court of Claims to determine the claim of the Canadian Cayugas to their share in annuities and Senate bill 384, authorizing the Court of Claims to determine the claim of the Canadian Cayugas for the profits realized on the sale of their lands in 1795 to the State. Both of these two latter bills were subsequently amended in, and were passed by the Senate, and the claim bill for profits, as amended, provided for the adjustment of the claims also of the New York and Missouri Cayugas. (See copies of these bills in Appendix.) Neither of these bills became laws.

In 1898, Senator Nussbaum introduced a bill to confer jurisdiction upon the Court of Claims to hear, audit and determine any and all alleged claims in relation to money alleged to be under the control of the State, alleged to belong to any nation, tribe or band of Indians, or any individual Indian or descendants, and also to settle all questions between the State and Indians in relation to Indian lands or the avails thereof. This bill appears to have been introduced at the request of the Stockbridge tribe of Indians, having a similar claim to this of the Cayugas. It did not pass.

In 1899 and again in 1900, Governor Roosevelt transmitted to the Legislature correspondence received by him from the Department of State at Washington, enclosing letters from Sir Julian Pauncefote, British Ambassador, and a report of the Canadian Privy Council, with the suggestion on the part of the Governor that the claim of the Canadian Cayugas should receive a thorough examination and careful consideration by the Legislature. (See Senate document 20 of 1899, and Assembly document 13 of 1900.)

No further attention, however, has apparently been given by the Legislature to the claims of the Canadian band of Cayugas.

THIS CLAIM IS STALE.

In a statement of the claim of the Cayuga Nation of Indians, resident in the State of New York, upon a hearing before the Senate Judiciary Committee on February 10, 1909, which re-

sulted in the passage of chapter 255, Laws of 1909, it was erroneously urged by counsel for the Indians, that "the claim is not stale," that "while the main facts on which it is based occurred a century and over ago, the State has never been formally asked to account for the profits involved until the claim was presented to the Commissioners of the Land Office by memorial filed February 26, 1906." Counsel then goes on to say, "It has been said, mistakenly, that this claim is stale and has been rejected time and again. That criticism results from confusing this claim with an old claim of the Canadian Cayugas. From time to time, between 1846 and 1892, the Canadian Cayugas applied in various forms to the State to make good to them their alleged right to all the Cayuga annuities payable by the State or to a proportionate part thereof. The ground of that claim was that the State, after 1812, refused to pay that annuity or any part thereof to the Canadian band, and that the New York Cayugas, having received the full annuity, refused to divide with the Canadians. The New York Cayugas opposed that claim at every point and the State assisted the New York Cayugas in so doing. The State's position was that the hostility of the Canadian band in 1812 had forfeited any right of that band as against the State. The New York band contended that by express agreement between the New York Cayugas and the Canadian band, at the breaking out of the War of 1812 the Canadians had agreed to relinquish all right against the State and the New York Cayugas agreed to relinquish any right (?) to share in British benefits. The contention lasted in various forms for nearly half a century. The final result was a refusal of the State to extend any recognition to the Canadian band. During the prosecution of that claim, the profits realized by the State from sale of the Cayuga reservation were incidentally referred to by the Canadians as an argument in favor of their claim to share in the Cayuga annuity; but the New York Cayugas opposed all that the Canadians sought and disputed every ground taken by them, contending that any rights of the Cayugas against the State should be recognized by the State only when and so far as the New York Cayugas should see fit to assert them. In 1889 and again in 1891, a bill inspired by the Cana-

dians and drafted by their counsel, passed this Senate to appropriate and distribute among all Cayugas \$100,000 in full of any Cayuga claims and of the principal of the Cayuga annuity. The Assembly each time wisely rejected the bill and it was the last effort of the Canadians to receive any official consideration. The New York Cayugas had nothing to do with the bill. The only Cayuga claim which stands rejected and discredited is that any Cayugas other than the New York Cayugas are entitled to the protection of this State, or to invoke the rights of the Cayuga nation. The Canadian Cayugas are still attempting to prevail upon the New York band to allow the former to join hands now with the latter against the State. The internal politics of the New York Cayugas have now turned for nearly a century wholly on that question, and the New York band has succeeded during all that time in maintaining its position. The present New York chiefs who have been now in office for several years were originally elected upon that issue. The pending bill limits its benefits to the New York Cayugas alone."

In the report of Attorney-General O'Malley to the Governor of April 26, 1910, it was shown by him that the above statement was made by counsel for the New York Cayugas without a thorough knowledge of the facts, and Mr. O'Malley stated: "The identical claim on behalf of the Cayugas in the State of New York was presented to the Legislature in 1861, by a memorial which appears as Senate document No. 50 of that year." This was one of the facts alluded to by Governor Hughes in returning the proposed settlement of this claim, without his approval, to the Land Board that the same should receive further consideration by this board. After a more careful examination of the legislative journals and documents it appears as above stated, that this very claim was presented to the Legislature as early as 1853 by Dr. Peter Wilson, sachem and representative of the New York band. It was originally presented in the interest of all Cayugas, but in 1861 Dr. Wilson renewed the claim solely in the interest of the New York band.

Counsel for the present claimants in their statement to the Senate Judiciary Committee in 1909 also erroneously concluded that "the recognition of this claim will create no precedent to

open up other claims of a similar kind," as it will be seen from other pages of this report, that there are many similar claims of long standing against the State by not only the Canadian and western bands of the Cayugas, but by the Oneida, Stockbridge and other Indian tribes, with which the Legislature of 1909, and the Land Board of 1910 appeared to be unfamiliar.

It is claimed that the State has accounted for "profits" to other tribes in similar cases. Counsel for the Cayugas refer to payments made to the Oneidas and Stockbridge Indians.

By chapter 58, Laws of 1839, entitled "An act relating to the Oneida tribe of Indians." The Commissioners of the Land Office were authorized with the approval of the Governor:

"1. To direct the payment in their discretion to the Oneida tribe of Indians, or any party of them recognized as such party by the laws of this State, of the amount for which all lands purchased by this State, since the eleventh day of February, 1829, of said Indians, or any party of them, were sold by this State, deducting therefor all expenses of survey and sale of said lands and all moneys heretofore paid said Indians, or any party of them, in consideration of such purchase, or in any manner invested for the benefit of said Indians, or any party of them.

"2. Pay the principal of all their annuities due from the State.

"3. To purchase of said Indians, or any party or portion thereof, their lands or any part thereof, situate in the counties of Oneida and Madison from time to time as the commissioners * * * may deem proper, and on such purchase to pay such Indians the full value of such lands to be purchased, or what such lands shall sell for by the State, deducting all expenses of survey and sale thereof," and

"4. To make treaties and contracts with said Indians in relation to their lands in this State," etc.

The lands bought of the Oneidas after February 11, 1829, were bought under an act of that date, chapter 29, Laws of 1829, entitled "An act relating to the purchase of lands from the First Christian and Orchard Parties of the Oneida Indians," which directed the Governor to treat with said Indians for the purchase of their lands and, in such purchase, "to allow each of said parties a *fair price* for their lands, first deducting such sums as the improvements

shall be estimated at, as is provided by the third section of this act; also such sum as may be equal to the expenses which may be incurred by the State in the survey, appraisal and disposition of their lands and all the expenses which may arise in carrying this act into effect." The act further provides for the removal of said Indians to Green Bay, Wisconsin, by agents of the State, and that the expenses of such agents shall be paid out of the purchase money to be given by the State for the lands purchased.

The report of the Senate Committee on Indian Affairs (Senate Document 46 of 1849), shows that the foregoing act was passed to enable these parties of Oneida Indians to remove to Wisconsin as they proposed to do, and to furnish them sufficient means to accomplish their desire and purpose.

A similar act, chapter 36, Laws of 1825, had been passed, authorizing the Governor to purchase the lands in this State of the Stockbridge Indians, "and in such purchase to allow them a *fair price* for their lands," after deducting estimated value of improvement made by occupants and other expenses, in order that the Stockbridge Indians might remove to Green Bay, Wisconsin.

Inferentially, each of the above acts of 1825, 1829 and 1839 were passed in order to afford means to the above named Indians to remove to Wisconsin, and, with the proceeds of sales, to purchase other lands there, and also to extinguish the Indian title of said Indian lands in the only way that was at that time practicable.

The report of the Commissioners of the Land Office of their proceedings under the act of 1839, in relation to the Oneida Indians, forms Senate Document 14 of 1841.

It shows that on June 19, 1840, they completed a treaty with the approval of the Governor, whereby the Oneida Indians ceded to the State 3,123 acres of land, to be sold by the State and the proceeds, after deduction of expenses, to be paid over to the trustees chosen by the Indians. It also shows the distribution to the First Christian party of Indians of \$8,136.10, and to the Orchard party of \$4,174.97, being the surpluses arising from sales of lands under the act of 1829. They also report as to the annuities or interest of the consideration money for lands heretofore purchased of the same Indians, and say: "While the amount of these annuities, when distributed among the persons entitled, was utterly insufficient for their support for even a few months, the Indians were

in the habit of relying on them and obtained credits upon their strength, during the year from different persons, far exceeding what they were entitled to receive. Their natural inclination to indolence was increased; and they were continually involved in difficulties, arising from their various pledges of the same fund. To avoid these consequences, as well as to enable them to procure essential articles of husbandry, the commissioners were of opinion that it was expedient to pay the principal at once, to all who were inclined to receive it, and they accordingly made distribution of the principal of said annuities.

In consequence of the act of 1839, for the relief of the Oneida Indians, the Stockbridge Indians in 1846 petitioned the Legislature, complaining that in 1818 and 1822 the State had purchased lands from them far below their actual value or that contrary to Indian usage, the State required the Indians to defray the expenses of making the treaty of 1822, which exceeded \$1,200 and sought relief for the defrayal of the charges for the removal of said Indians to Green Bay and also for the refund of the \$1,200 expenses attending the execution of the treaty. The Commissioners of the Land Office, to whom was referred this petition, reported to the Legislature on March 25, 1846 (Assembly Document 158 of 1846) that the first claim for relief "is entirely novel in its character and is believed to be wholly without precedent in the legislation of this State," and that as to the claim for refund of expenses attending the execution of the treaty of 1822, they say that nearly one hundred Indians were at Albany for several days at the time of said treaty, when it was only necessary for the chiefs and warriors to be present, and it is believed that the payment of such unnecessary charges were either not claimed by the Indians at the time, or, if asked, were declined by the State authorities as not usual or customary. "The Commissioners of the Land Office do not perceive if this claim be admitted, why others, and there are probably several of the same character and possessing as strong equities as this, may not be presented for payment or allowance to the Legislature."

The petition of 1846 was followed by another of the Stockbridge Indians in 1847 (Assembly Document 81 of 1848) in which they say that the lands which they sold the State from time to time (prior to 1825) at about \$2 per acre, were immediately sold by

the State at a great advance above that sum; that the Stockbridge tribe moved upon their lands west of Green Bay, the expense of which removal and the payment for their lands absorbed all that they had received from the State, and that subsequent difficulties in regard to their title to the lands at Green Bay, and the expenses incident thereto, compelled the tribe to exhaust their gospel and school fund, and they are now impoverished. They further say: "Your petitioners have every reason to be convinced that the State of New York is not less willing to do justice to the Stockbridge than the Oneida Indians," and refer to the act of 1839 in relation to the Oneida Indians. They further make the following plea:

"By the laws of your State if a guardian speculates, out of the estate of his ward, your courts of equity will decree that the money with interest be restored to the infant. We were the wards of your noble State, and as such were obliged to sell our lands to our guardian or move away without such sale. The profits arising (not after waiting a long time for lands to raise in market value, but upon an immediate sale) amounted to some dollars on the acre over and above expenses of survey and sale and the question is soberly submitted, to whom do these profits in justice and equity belong?" They "do not ask that the whole profits be paid to said tribes, but they do believe that one-half of such profits, deducting therefrom the proportional expenses of survey and sale, will not be withheld," and state that it is the anxious desire of this tribe to create a school fund, equal to their former one, of \$6,000, and to devote the residue to the improvement of the tribe and to distribute among individuals, who at this time are generally capable of laying out their means with prudence for the comforts of life." They therefore pray for one-half of said "profits." According to the prayer of said petition, it having been shown by Senate Document 53 of 1848 that the lands of the Stockbridge Indians referred to in their petition had been sold by the State at an increase of \$79,130.41 beyond the cost thereof, including expenses of surveys and sales, chapter 208, Laws of 1848, appropriated \$10,000 for the benefit of these Indians "in consideration of the profits accruing to the people of this State, in the purchase and sale of lands heretofore belonging to said tribe of Indians, \$6,000 of which to be retained in the State treasury as a school

and gospel fund, and interest at 6 per cent. to be annually paid thereon to be applied for the support of schools and the moral and religious education of said Indians, \$1,000 to be applied to pay the expenses of removing with their consent such of said tribe as are now remaining in this State to Wisconsin and the residue of \$3,000 to be divided by the chiefs among the several families."

The Stockbridge Indians were still unsatisfied, and their petition was renewed to the Legislature of 1849. The report thereon from the Senate Committee on Indian Affairs (Senate Document 45 of 1849) quotes the plea of the Indians contained in their petition that they are wards of the State, and that the State is legally answerable to them for profits arising on the sale of their lands and say briefly, "The committee are unable to answer this argument." They say, however, that the act of 1839, in relation to the Oneida Indians, referred to by the Stockbridges as a precedent, is not entirely parallel with this case; that the purchases made from the Stockbridges prior to the act of 1825 were not made under a legislative direction to allow a fair price, but urges that "the honor of the State requires us not only to admit, but to insist that in all purchases of Indians by the State, the intention was to allow them a full and fair price for their lands. On this reasoning, the want of parallelism of the cases nearly vanishes and the principles of the reports on the Oneida cases (Senate Document 46 of 1849 by same committee) go far towards establishing the general rule upon which the Stockbridges now rest the prayer of their petition."

The report continues:

"If it is to be assumed as the settled policy of the State, that the principle of the act of February 11, 1839, is to be carried out and the net profits of all lands heretofore purchased from the Indians by the State is to be paid to them, the disposal of a large amount of Indian money will require, from time to time, the exercise of the sound discretion of the Legislature. Each case will probably, in respect to details, depend on its own facts, though the same general rules may govern all. If this policy is to govern, the disposal of the moneys and incomes of the Indians becomes a question of earnest importance. Certain facts and principles seem now to be admitted by the friends of the Indians, to wit:

"1. That the distribution of annuities or moneys to the Indians

individually or to the heads of families, is an evil rather than a good. The expectation of it, produces idleness and extravagance, and, when gotten, is squandered.

“ 2. That the chiefs, or governments of the different tribes, cannot, with prudence, be trusted with the care and management of their national funds and disposal of the incomes. In their care, they generally waste away and soon vanish; or produce jealousies and divisions; and so multiplied and serious had become the dissensions among the tribes, caused by the payment of the United States Indian annuities to the chiefs, that by an act of Congress of March 3, 1847, the lesser evil of paying them to the heads of families was adopted and directed. * * *

“ 3. That the civilization of the Indians is the most rapidly effected, their individual comforts increased and national prosperity promoted by fostering religious, educational and mechanical institutions among them.”

The committee, therefore, advise that “ one-half of the net profits made by the State on its purchases of their lands, less the sum of \$10,000, appropriated by the act, chapter 208, Laws 1848, to be set apart and appropriated for the benefit of the tribe. That the income of that fund at 6 per cent. be applied for the use, benefit and improvement of the tribe, under proper limitations as to the objects and matters of expenditure, such as religious, education, agriculture, mechanics, mills, roads, bridges. That no part of either principal or income be distributed to the individuals or heads of families, or to payment of their debts, or to payment of any national debt.”

The committee call attention to the fact that although the \$3,000 distributed among these Indians, under the act of 1848, has been paid them, their individual and national debts are as large as ever.

Accordingly, chapter 37, Laws of 1850, was passed, creating a permanent fund of \$30,000 for the Stockbridge Indians, of which the income at 6 per cent. shall be paid annually to the chiefs to be by them expended in promoting the Christian religion, general education, agriculture and the mechanical arts among their people, and in promoting the general welfare of their tribe. No reference is made in this act to the claim of the Indians for “ profits,” or

that the appropriation was made upon account of any claim whatever. This appears to have been carefully avoided.

The First Christian Party of Oneida Indians again sought relief from the Legislature in 1849, and the report of the Senate Committee on Indian Affairs (Senate Document 46 of 1849), shows that their claim is for two items, one being for the interest on \$1,504 and the other for principal of \$1,300, being the proceeds of sales of Indian lands by the State. The committee, in their report, referred to a petition to the Legislature made by said Indians on February 5, 1835, stating that they had not received the "fair price" for their lands under the treaty of October 8, 1829, as contemplated by the act of February 11, 1829, authorizing such treaty and referred to the difference of \$19,401.65, subject to expenses and charges, between the appraised value of the land which alone had been paid them and the amount of sales, and stating that those of them still remaining in this State had decided to remove to Green Bay, but had no means of getting there, and praying for said balance of sales to be applied to expenses of their removal. The committee also refer to Assembly Document 260 of 1835 as the report on said petition, which was the foundation of chapter 285, Laws of 1835, appropriating \$7,600 for the expenses of the Indians' removal to Green Bay, and also \$1,400 to a certain Oneida chief for his services and expenses; in all, \$9,000. The committee report that the petition now under consideration states that this sum was paid to them on account of the balance of proceeds of sales over purchase money of lands acquired under the Oneida treaty of August 26, 1824, "But whether it was so, or not, is not easily ascertained, or very material to the present question."

The committee then refer to chapter 58, Laws of 1839, above mentioned, and say "the immediate moving cause of the making of this last mentioned law does not appear in the journals, or documents or files of the Legislature of 1839 so far as this committee has been able to ascertain. They, however, refer to the treaties of February 13 and October 8, 1829, Assembly Document 339 of 1831, Assembly Document 315 of 1833, Senate Documents 37, 51 and 74 of 1834; petition of First Christian Party of Oneida Indians presented to the Assembly February 5, 1835, and report

thereon, Assembly Document 360 of 1835; Senate Document 29 of 1835, Assembly Document 4 of 1839, page 14, and Senate Document 14 of 1841. The committee recommend an appropriation of \$1,003.41 for the first item of claim, but come to a different conclusion as to the second item. They say "the act of March 8, 1839, was not intended to reach the surplus over cost, etc., of the proceeds of sale of any purchase prior to February 11, 1829," and that the appropriation now recommended "will be a voluntary payment."

Senate Document 30 of 1866, being a report of the Commissioners of the Land Office on the claim of the Stockbridge Indians for "profits" and the first report made by the Land Board on the merits of this or any similar claim for "profits" on sales of Indian lands, is now inserted in full.

No. 30.

IN SENATE.

February 6, 1866.

REPORT

OF THE COMMISSIONERS OF THE LAND OFFICE IN ANSWER TO A
RESOLUTION CALLING UPON THEM FOR INFORMATION IN
RELATION TO THE STOCKBRIDGE INDIANS.

The Commissioners of the Land Office, in answer to the following resolution:

STATE OF NEW YORK.

"In Senate,

"ALBANY, *January 25, 1866.*

"On motion of Mr. Andrews:

"Resolved, That the Commissioners of the Land Office be requested to furnish the Senate with all such information as they possess, relative to the claim of the Stockbridge Indians, how much has heretofore been paid to them, the amount they were to receive for their lands in this State, and such other information as they may possess.

"By order,

"JAS. TERWILLIGER,

"Clerk."

Respectfully Report:

The resolution under consideration assumes that some claim is made on the State by the Stockbridge Indians, without defining it; but it is supposed that the claim is the same which has heretofore been presented to the Legislature, and induced appropriations of moneys to those Indians, in the years 1848, 1850, 1857 and 1862.

The history of these appropriations discloses the whole claim made on the State by this nation of Indians. It is therefore supposed that the inquiry of the Senate, though expressed in general terms, is only designed to obtain information as to the sale of lands, out of which this claim has arisen, and the amount of money which they have received therefor, and such other information as will explain the obligations of the State, legal or equitable, resulting from such sale.

The Senate is respectfully referred to a report of the Commissioners of the Land Office, to be found in Assembly Document No. 158, of the year 1846, where this claim first appears in the public records.

It is not deemed necessary to repeat here all the facts disclosed in that report.

It appears that in 1822 this nation of Indians held and occupied in their tribal character a reservation of 6,000 acres of land in the counties of Madison and Oneida, in this State. By treaty made in that year they ceded their title to those lands to the State for the consideration price of \$12,000, being at the rate of two dollars per acre.

The whole consideration was paid to them, except that the sum of \$1,200 was disbursed to defray the expenses attending the execution of the treaty, and they retired from the reservation and removed to the territory of Wisconsin, on to lands which they had acquired in that territory from the Winnebago and Menominee Indians.

In 1846 a claim was made to the Legislature of this State to pay to the Indians this sum of \$1,200 expended in the execution of the treaty.

The report of the Commissioners of the Land Office of that year, above referred to, was adverse to this claim.

In 1848, the claim was renewed and expanded into a claim for the whole net proceeds obtained by the State from the sale of the lands in question, subsequent to the treaty of 1822. A report of the Commissioners of the Land Office, to be found in Assembly Document No. 53, of the year 1848, shows that the net proceeds of these sales by the State amounted to the sum of \$79,130.41.

A petition of the chief and head men of the Stockbridge Indians, who had come from their nation in Wisconsin to present it, will be found in Assembly Document No. 81 of 1848.

This petition presents the claim as founded in an equitable obligation of the State, as the "guardian" of the Indians, to pay to them, as "wards," these net proceeds, as so much profits made out of the purchase and sale of the lands in question.

The Legislature thereupon appropriated the sum of \$10,000, out of which sum \$6,000 was invested for their benefit as a school and gospel fund; \$3,000 was paid to the tribe, and \$762.75 was paid to defray the expenses of removing to Wisconsin, a remnant of the tribe still resting in the State of New York.

By the Laws of 1850, the further sum of \$30,000 was directed to be invested for their benefit, and places the \$6,000, above referred to, under the control of the Commissioners of the Land Office. Under chapter 19, Laws of 1852, the sum of \$9,000 was paid to John W. Quinney and John Hadcocks, and \$9,000 to A. C. Stone, agents of said tribe. By chapter 494, Laws of 1857, the Commissioners of the Land Office distributed the sum of \$18,000.

These several payments made the sum of \$36,000 invested for their benefit, and includes the \$6,000 set apart for a gospel and school fund, and the \$30,000 appropriated by the Laws of 1850.

In 1862 the further sum of \$10,000 was appropriated and paid by A. C. Stone, the agent appointed by the Governor, under chapter 320 of the laws of that year.

It thus appears that in addition to the consideration price of \$12,000 paid by the State, under the treaty of 1822, which extinguished the whole of the Indian title to the lands in question, there has since been paid to them further sums, amounting in the aggregate to \$49,762.75.

There still remains a balance of the "net proceeds" arising from the sales made by the State of the lands in question, amounting to \$29,367.66.

This is the remaining sum for which a claim is now made. Is there any obligation, legal or equitable, resting on the State to pay it? There is no pretense that these Indians were constrained by the State to sell and remove to Wisconsin — on the contrary their right to remain as long as they chose to occupy their reservation unmolested by intruders was fully recognized and guarded. They came to this State and settled on the lands of the Oneidas shortly after the conclusion of the Revolutionary War.

By the treaty of Fort Stanwix, in 1788, the Oneidas set apart to their friends, the Stockbridge or Mohican Indians, a portion of lands six miles square, and which was confirmed to them by the government of this State by subsequent acts of the Legislature. This act, revised, will be found in chapter 92 of the Revised Laws of 1813, and provided that the tract “shall be called New Stockbridge, and be and remain to the said Stockbridge Indians and their posterity forever, but without any power of alienation or right of leasing or disposing of the same or any part thereof.”

The most stringent laws were also passed to guard them against intrusion and settlement by persons other than Indians, declaring such settlement to be a misdemeanor and punishable as such.

Provision was also made by the State to extinguish, by purchase and payment out of the treasury of the State, the claims on the lands occupied by them, which was set up by the Oneidas. But the Stockbridge Indians were uneasy in their new homes. In the petition of their head men and sachems, sent from Wisconsin and presented to the Legislature in 1848, they say that “the State of New York did not coerce us to sell our lands, but the approach of civilization to our border, and the forerunners of civilization far more disastrous to the Indian than most other evils pervading the outskirts of civilized life, caused us to move away, and a sale was the necessary consequence.”

They solicited the State to make the purchase. They represented to the Legislature that they were desirous to remove. An act relative to the Stockbridge Indians, passed March 23, 1881, found in chapter 135 of the laws of that year, contains a recital expressing that they represented to the Legislature that they were desirous to remove out of the State, and solicited an advance

of the principal of an annuity agreed to be paid to them for lands granted by them to the State in 1818 to aid them in such removal. Thereupon the act of March 23, 1821, complying with such solicitation, was accordingly passed.

No just pretense can be indulged that the consideration paid by the State in 1822 for the lands in question was inadequate. Contrasted with the prices paid by the United States, and by the grantees of Massachusetts for lands similarly held by Indians in the western part of this State as late as 1838, the price of \$2 per acre paid to the Stockbridge Indians in 1822 was a large consideration.

Has the State made any profit out of this transaction?

The right of these Indians to the reservation in question, before its surrender by the treaty of 1822, was a right of occupancy and enjoyment as long as they remained in possession in their tribal character. But the ultimate fee was in the State.

A long course of legislative and judicial action had settled this question. The Supreme Court of the United States, in the case of *Mitchell v. The United States*, reported in the 9th Peters' United States Court Reports, page 711, has defined this Indian right in explicit terms, as follows:

"One uniform rule seems to have prevailed in the British American provinces in America, by which Indian lands were held and sold from their first settlement, as appears by their laws; that friendly Indians were protected in the possession of the lands they occupied, and were considered as owning them by a perpetual right of possession in the tribe or nation inhabiting them, as their common property, from generation to generation, not as the right of the individuals, located on particular spots. Subject to this right of possession, the ultimate fee was in the crown and its grantees; which could be granted by the crown or colonial Legislatures, while the lands remained in possession of the Indians; though possession could not be taken without their consent.

"Individuals could not purchase Indian lands without permission or license from the crown, colonial Governors, or according to the rules prescribed by colonial laws; but such purchases were valid with such license, or in conformity with the local laws;

and by this union of the perpetual right of occupancy with the ultimate fees which passed from the crown by the license, the title of the purchaser became complete.

“Indian possession or occupation was considered with reference to their habits and modes of life; their hunting grounds were as much in their actual possession as the cleared fields of the whites; and their rights to its exclusive enjoyment in their own way and for their own purposes were as much respected, until they abandoned them, made a cession to the government, or an authorized sale to individuals. In either case their rights became extinct, the lands could be granted disencumbered of the right of occupancy, or enjoyed in full dominion by the purchasers from the Indians. Such was the tenure of Indian lands by the laws of Massachusetts, Connecticut, Rhode Island, New Hampshire, New York, New Jersey, Pennsylvania, Maryland, Virginia, North Carolina, South Carolina and Georgia.”

In view of the nature of this Indian right of occupancy, it will be seen that the “net proceeds” of the sales made by the State are not “profits” made out of the sale of the title acquired from the Indians. These proceeds cover the consideration for the grant of the “ultimate fee” which the State owned before the Stockbridge Indians had ever removed from Massachusetts.

If the assertion of this right to the “*ultimate fee*” by the State violates any rule of equity, then it was inequitable for our ancestors to settle in America as conquerors without first obtaining the consent of the native Indians who inhabited the continent.

The policy which would require the people of the United States to adopt such a rule of equitable obligation, when applied at this day to the government of the United States and their relations to the western Indians, would lead to very extraordinary results. It would convert the Land Office into a bureau for receiving as trust funds, for the native Indians, all the “net proceeds” arising from the sale of the public lands. It would recognize all the enhanced value imparted to these lands by the settlement and improvements of civilized communities as equitably belonging to distinct though dependent nations who are not subject to any of the burdens of government while receiving its protection.

The foregoing embodies all the information possessed by the

Commissioners of the Land Office, bearing on the inquiry addressed to them by the resolution of the honorable, the Senate, relating to the claims of the Stockbridge Indians.

All of which is respectfully submitted.

THOMAS G. ALVORD,
Lieutenant-Governor.

FRANCIS C. BARLOW,
Secretary of State.

THOS. HILLHOUSE,
Comptroller.

J. H. MARTINDALE,
Attorney-General.

JOSEPH HOWLAND,
Treasurer.

J. P. GOODSSELL,
State Engineer and Surveyor.

February 8, 1866.

OTHER INDIAN CLAIMS.

STOCKBRIDGE INDIANS.

The Stockbridge Indians, now residing in Wisconsin, in 1896, presented a claim to the Legislature for \$29,130.41 with interest from January 1, 1863, for alleged profits accruing to the State on the purchase and sale of their former lands in this State, and bills were introduced in the Senate and Assembly of 1906 for their relief. In 1897 similar bills were introduced. In 1898 Senate bill No. 458 attempted to confer jurisdiction to hear their claim in the Court of Claims. In 1899 a similar bill passed the Assembly. In 1900, it was revived, but died in the Senate. In 1903, the Stockbridge Indians filed their petition with Governor Odell for his consent to a hearing by the Land Board of their claim for \$29,130.41 and interest. The Governor referred the petition to Attorney-General Cunneen for his advice, and the Attorney-General wrote the following opinion thereon:

October 12th, 1903.

To the Honorable, the Governor:

Sir.—I return herewith the petition of Stockbridge Tribe of Indians by Julius F. Harris, their attorney in fact, which was submitted to me by you for my advice.

I have carefully examined the report contained in the Assembly Documents for 1878 and also have examined section 13 of the Indian Law, which is mentioned in the petition and upon which the petition is based.

Section 13 of the Indian Law reads as follows:

“Section 13. POWERS OF COMMISSIONERS OF LAND OFFICE IN RELATION TO INDIANS. The commissioners of the land office, with the approval of the governor, shall hear and determine all questions which may arise in relation to moneys under the control of the state, belonging to any nation, tribe or band of Indians, or any individual Indian or his descendants, and all questions which may arise between the various parties of such tribe or nation in relation to any of their lands, or the avails thereof; and shall make such treaties, contracts and arrangements with any such nation, tribe or band, or individuals, who have any claim upon any land in this State, or any money belonging to them under the control of the state, or for the purchase of any portion of such lands as they may deem just and proper, or in relation to the expense of laying out and keeping in repair any public road passing through any lands occupied by Indians. This section shall not apply to Seneca or Tonawanda nations.”

I am of the opinion that such section does not confer upon the Commissioners of the Land Office jurisdiction to hear and determine the question raised by this petition. The State of New York has no funds in its treasury which belong to the Stockbridge Indians. Neither have the Stockbridge tribe of Indians, nor have they had, since the purchase of their land by the State, any legal claim against the State.

It appears by the report of the committee of the Assembly, referred to in the petition, that the State purchased of the Stock-

bridge Indian tribe, the lands which belonged to them and thereafter sold those lands at a profit of \$79,130.41. That thereafter the State appropriated and paid to the said tribe, in addition to the purchase price already paid upon said lands, \$50,000, leaving a net profit to the State from the purchase of the lands of the Stockbridge Indians of \$29,130.41.

The report contends that as the Indians were the wards of the State, that the same principle should apply to the transaction of the State with their property as applies to the case of an ordinary guardian dealing with the property of his ward and that morally the State was obligated to pay to the Stockbridge tribe of Indians, all moneys derived by it from the sale of their lands. That, however, is a moral obligation and can be discharged only by the Legislature.

The Commissioners of the Land Office are not empowered by section 13 to enforce any judgment which they might make in a proceeding of this character and their action would be no more binding upon the Legislature, which would be the only source from which an appropriation to pay whatever sum they might find due could come, than was the report of the committee to the Legislature of 1878.

It, therefore, seems to me that for this proceeding to be had before the Commissioners of the Land office would subject both the petitioners and the State to needless expense.

There is still another view which is adverse to the interest of the petitioners. If, as is claimed by the petition, section 13 of the Indian Law is applicable, then the statute of limitations has run and is a complete bar to any proceeding brought under it.

Section 13 of the Indian Law, in substance, has been in force for a long time and, therefore, a tribunal has been established before which the claim of the petitioners might have been presented.

It is provided in section 6, article VII of the Constitution, that neither the Legislature, Canal Board, nor any person or persons, acting in behalf of the State, shall audit, allow or pay any claim which, as between citizens of the State, would be barred by lapse of time.

It has been held by the Court of Appeals that when the State

establishes a tribunal to which claims against it may be presented, that the statute then begins to run against any parties holding such claims.

If the contention of the petitioner is correct that the Commissioners of the Land Office have jurisdiction of this claim under the provisions of section 13 of the Indian Law, then the claim is barred by the Statute of Limitations, for it has existed at least since 1848.

For the foregoing reason, it does not seem to me that any good purpose can be accomplished by permitting the petitioners to present the claim mentioned in the petition to the Commissioners of the Land Office.

I have the honor to be

Respectfully yours,

W. H. W. (SIGNED) JOHN CUNNEEN,

Attorney-General.

In 1904, a bill appropriating \$25,000 to the Stockbridge Indians in consideration of "profits" on lands, passed both houses, but was vetoed by Governor Odell. In 1905, the bill of 1904 was again introduced in the Assembly, but did not pass. Since then the claim has remained dormant.

If there should now be made a settlement with these claimants, upon any other basis than the payment to them of the whole amount of profits, with interest for 115 years, now aggregating nearly \$2,000,000, there would be nothing to prevent these Indians, at any time in the future from claiming the difference between the amount that may now be paid them and the amount of their full claim including interest, because if the settlement that may now be made proceeds upon the mistaken theory that the Indians are wards of the State and the State is responsible to them for the full proceeds of sales of their lands, it may then be regarded as a temporary waiver at this time and the claim renewed as the Stockbridge Indians have renewed their claim after a supposed compromise by payment of one-half of their claim.

In the appellant's brief in *Seneca Nation, Appellant v. Appleby*, 196 N. Y., John Van Voorhis & Sons, Rochester, attor-

neys for appellant, and Adelbert Moot, of counsel, the point was distinctly raised that the Indian title was a fee. It was argued (1) that the Senecas have possessed their lands under claim of title from the earliest times; (2) that the United States in treaties of Fort Stanwix, 1784, Fort Harmar, 1789, and the Pickering treaty of 1795 with the Six Nations for full consideration passing to the government, guaranteed and secured to the Indians, the free and undisturbed possession of their lands in fee simple; (3) that the State of New York has always recognized that the Senecas owned their reservations in fee. Counsel therein also refer to various acts of the Legislature, chapter 420, Laws of 1849; chapter 45, Laws of 1857; chapter 374, Laws of 1859, the Indian Law, etc., as tending to establish the third point. In this action the respondents urged that the Indian title was not a fee, but a more aboriginal tribal right of occupancy, entirely consistent with respondents' fee title and one that cannot ever ripen into a fee. Some portions of the respondents' brief are particularly pertinent to our inquiry.

“ * * * We shall first show that this aboriginal right is one of occupancy only, and is nothing more.

“ Before citing any authorities it is proper to point out, in order to prevent misapprehension, that the fee title which originally vested in the sovereign to all the lands in this country by virtue of discovery, was afterwards owned in some cases by the United States and in other cases by individual States.

“ When the several States became independent each succeeded to all the rights of the British crown to property within its limits. The treaty of Paris of 1783 provided that ‘His Britannic Majesty acknowledges the said United States’ (naming the thirteen separately) ‘to be free, sovereign and independent States; that he treats them as such; and for himself, his heirs and successors, relinquishes all claims to the government, propriety and territorial rights of the same and every part thereof.’ (U. S. Revised Statutes, Vol. 8, p. 81.) This, of course, was before the adoption of the Federal Constitution.

“The effect of this treaty was to vest in each State the fee title formerly possessed by the crown to all the lands within its limits. *Johnson v. McIntosh*, 8 Wheat. 543, 584-586; *Shively v. Bowlby*, 152 U. S. 1, 14, 15.

“The State of New York, by section 14 of an act passed on 22d October, 1779, chapter 25, and entitled, ‘An act for the forfeiture and sale of the estates of persons who have adhered to the enemies of this State, and for declaring the sovereignty of the people of this State, in respect to all property within the same,’ enacted That the absolute property of all messuages, lands, tenements and hereditaments, and of all rents * * * by whatsoever names respectively the same are called and known in the law; and all right and title to the same, which next and immediately before the ninth day of July, in the year of our Lord 1776, did vest in, or belong, or was, or were due to the crown of Great Britain, be, and the same, and each and every of them, hereby are declared to be, and ever since the said ninth day of July in the year of our Lord 1776, to have been, and forever after shall be vested in the people of this State, in whom the sovereignty and seignory thereof are and were united and vested on and from the said ninth day of July in the year of our Lord 1776.’ (See 1 Greenleaf’s Laws of New York, 26.)

“The Supreme Court of this State in the case of *Seneca Nation v. Christy*, 49 Hun, 524, 528, asserts distinctly that ‘the general government never had title to the lands within the thirteen original States.’ This decision, which we shall hereafter refer to again, was affirmed by the Court of Appeals (126 N. Y. 122; appeal dismissed, 162 U. S. 283).

“In *Jemison v. Bell Telephone Co.*, 186 N. Y. 493, 498, the Court of Appeals said: ‘This historical question is dealt with to a great extent in the case of *Seneca Nation of Indians v. Christie* (126 N. Y. 122; affirmed, 162 U. S. 283). The State of New York exercises the exclusive sovereignty and jurisdiction over the Seneca Nation of Indians, and the case at bar consequently involves no Federal question. The Constitution and statutes of the United States

apply to Indian lands in many jurisdictions outside of this State.'

"There is, then, no principle of law, nor is there any statute or treaty, by which the United States could claim, or ever has claimed, to own or to be in any way interested in aboriginal lands in this State. The case is different with regard to lands in the States lying between the Mississippi and the original thirteen States, for such lands were acquired by the nation through grants from the said original States. West of the Mississippi the United States acquired the fee by purchase from France or otherwise. The cases which we shall cite with regard to the rights of the United States and of the Indians to lands west of the original States, are, however, with this explanation, entirely relevant to our argument, because there is no dispute in the decisions as to the immutable principle that the fee is in the sovereign (whoever or whatever such sovereign may be), or in the grantees of the sovereign, and only a right of occupancy in the Indians.

"Upon the argument before the trial court our opponent questioned the accuracy of the foregoing statement as to the cessions to the nation made by the original States, and we accordingly cite our authority for it.

"The territory now occupied by Ohio, Indiana, Illinois, Michigan and Wisconsin (with the exception of the 'Connecticut Reserve' in Ohio) was ceded and released to the United States by New York, Massachusetts, Virginia and Connecticut. The cession by New York was made in 1780, and that by Massachusetts in 1785. Fiske's *Critical Period of American History*, pages 189-194; *Seneca Nation v. Christie*, 126 N. Y. 122, 136, 137.

"The cession by the State of New York was made pursuant to the act of February 19, 1780 (chap. 38, entitled 'An act to facilitate the completion of the articles of confederation and perpetual Union among the United States of America.' Section 1 of said act authorized the State's delegates in Congress, by proper instruments, 'to limit and restrict the boundaries of this State in the western parts thereof by

such line or lines, and in such manner and form, as they shall judge to be expedient, either with respect to the jurisdiction, as well as the right of *pre-emption of soil*; or reserving the jurisdiction in part, or in the whole, over the lands which may be ceded or relinquished, with respect only to the *right of pre-emption of the soil.*' Section 2 provided that the territory ceded should enure to the benefit of such of the States as should become members of the federal alliance. Section 3 provided 'That all the lands to be ceded or relinquished by virtue of this act, for the benefit of the United State, with respect to *property*, but which shall nevertheless remain under the jurisdiction of this State, shall be disposed of and appropriated in such manner only as the Congress of the said States shall direct,' etc., etc.

* * * * *

"It is therefore evident that no treaty or agreement between the United States and the Indians can have any effect whatever upon the fee of the lands in the State of New York. We presume that the treaties put in evidence by our opponents were cited by them for such expressions as the following: The Six Nations 'shall be secured in the peaceful possession of the lands they inhabit east and north' of a line west of part of the premises in question (Treaty of Fort Stanwix, Exhibit C, Fol. 297.) The United States 'confirm to the Six Nations all the land which they inhabit lying east and north of the before mentioned boundary line, and relinquish and quit-claim to the same and every part thereof, excepting,' etc. (Treaty of Fort Harmar, Exhibit D, Fol. 308). 'The United States will never claim the same land embracing the premises in question, nor disturb the Seneca Nation or any of the Six Nations, or of their Indian friends residing thereon and united with them in the free use and enjoyment thereof; but it shall remain theirs until they choose to sell the same to the people of the United States, who have the right to purchase' (Treaty of January 21, 1795, Exhibit E, Fol. 322.)

"In reading these treaties it should be remembered that the United States is the sole guardian of the Indian tribes and their only natural source of protection. As was said by

Justice Miller, delivering the opinion of the Supreme Court of the United States, in the case of *U. S. v. Kagama*, 118 U. S., 375, at pages 383, 384:

“ ‘ These Indian tribes *are* the wards of the nation. They are communities *dependent* on the United States. Dependent largely for their daily food. Dependent for their political rights. They owe no allegiance to the States, and receive from them no protection. Because of the local ill-feeling, the people of the States, where they are found, are often their deadliest enemies. From their very weakness and helplessness, so largely due to the course of dealing of the Federal Government with them and the treaties in which it has been promised, there arises the duty of protection, and with it the power. This has always been recognized by the Executive and by Congress, and by this court, whenever the question has arisen.’

“ Therefore, as was held by the Appellate Division in this case (Fol. 967 *et seq.*), the purpose of these treaties was not, nor could it have been, anything more than to proclaim the intention of the United States that their wards should have the full right of Indian occupation of these lands, and should be fully protected therein. This is made plain by the case of *The New York Indians*, 5 Wall., 761, 771, where the Supreme Court of the United States said:

“ ‘ All agree that the Indian right of occupation creates an indefeasible title to the reservations that may extend from generation to generation, and will cease only by the dissolution of the tribe, or their consent to sell to the party possessed of the right of pre-emption. *He is the only party that is authorized to deal with the tribe in respect to their property*, and this with the consent of the government. Any other party is an intruder and may be proceeded against under the twelfth section of the act of June 30, 1834.’

“ The question in that case affected the lands now in suit and the title of the Ogden Land Company thereto. By the omission of all reference to the ‘ Indian right of occupation ’ from the quotation of the foregoing passage on page 92 of our opponent’s brief, a different meaning might appear to be given it.

“ In *Seneca Nation v. Christie*, 126 N. Y. 122, 143, the Court of Appeals, speaking of the Indian Reservation in New York and other original States, said that ‘ The United States could not impair the title of the States nor purchase the lands nor authorize any purchase without the consent of the State in which they were situated.’ ”

The brief then discusses the legal status of the Indian right. (See Appendix.)

THE SENECA NATION OF INDIANS, Plaintiff-Appellant, v. CHARLES E. APPLEBY, Defendant-Respondent, 196 N. Y.

(From respondent’s brief, page 20).

We shall not proceed to show what the legal status of the Indian right is.

The “ great case ” of *Johnson v. McIntosh*, 8 Wheat. 543 (as it is termed by our Court of Appeals in *Seneca Nation v. Christie*, 126 N. Y. 122, 136), “ which has ever since been regarded as a sound exposition of the nature of Indian titles,” was decided by the Supreme Court of the United States, Chief Justice Marshall writing the opinion, in the year 1823. This is really the fundamental case on the nature of the Indian rights. It was cited by Chief Justice Kent as the case which authoritatively defined them. (1 Kent Comm. 257, 258). There is not a kindred case of any importance in either the State or Federal courts that does not cite and follow it. This was an action of ejectment for lands in Illinois claimed by the plaintiffs under a purchase and conveyance from a tribe of Indians, and by the defendant under a later grant from the United States. The grant from the tribe was a formal one, made before the revolution, for a valuable consideration. After the revolution, the State of Virginia conveyed to the United States all its right of territory and jurisdiction over the northwest territory, including Illinois, and in 1818 the United States conveyed the premises in question to the defendant. Chief Justice Marshall, in delivering the opinion of the court, in favor of the defendants, began by saying that upon the established facts of the case, the inquiry was, “ in a great measure, confined to the power of Indians to give, and of private individuals to receive, a title which

can be sustained in the courts of this country.” (8 Wheat., page 572).

The court, in the course of its consideration of this question, used the following language :

“ While the different nations of Europe respected the right of the natives, as occupants, they asserted the ultimate dominion to be in themselves; and claimed and exercised, as a consequence of this ultimate dominion a power to grant the soil, while yet in the possession of the natives. These grants have been understood by all to convey a title to the grantees, subject only to the Indian right of occupancy. The history of America, from its discovery to the present day, proves, we think, the universal recognition of these principles.” (8 Wheat., 574).

“ The power now possessed by the government of the United States to grant lands, resided, while we were colonies, in the crown, or its grantees. The validity of the titles given by either has never been questioned in our courts. It has been exercised uniformly over territory in possession of the Indians. The existence of this power must negative the existence of any right which may conflict with and control it. An absolute title to lands cannot exist at the same time in different persons or in different governments.. An absolute must be an exclusive title, or at least a title which excludes all others not compatible with it. All our institutions recognize the absolute title of the crown, subject only to the Indian right of occupancy, and recognize the absolute title of the crown to extinguish that right. This is incompatible with an absolute and complete title in the Indians.” (8 Wheat., 587, 588).

“ The absolute ultimate title has been considered as acquired by discovery, subject only to the Indian title of occupancy, which title the discoverers possessed the exclusive right of acquiring. Such a right is no more incompatible with a seisin in fee, than a lease for years, and might as effectually bar an ejectment.” (8 Wheat., 592).

“ After bestowing on this subject a degree of attention, which was more required by the magnitude of the interest in litigation, and the able and elaborate argument of the bar than by its intrinsic difficulty, the court is decidedly of opinion that the plaintiffs do not exhibit a title which can be sustained in the courts of the United States.” (8 Wheat., 604).

In the case of *Cherokee Nation v. Georgia*, 5 Peters, 1, 48 (1831), the Supreme Court, per Baldwin, J., said:

“Indians have rights of occupancy to their lands as sacred as the fee simple absolute title of the whites; but they are only rights of occupancy, incapable of alienation, or being held by any other than common right without permission from the government.”

The Court (5 Peters, 49) cited *Johnson v. McIntosh*, repeating the precise language of the first paragraph above quoted by us from the latter case.

The case of *Worcester v. Georgia* (6 Peters, 515), referred to by our opponents, was a case in which the State of Georgia had wilfully violated the right of occupancy of the Cherokee Nation. This violation was sustained by the State courts, and the case came to the Supreme Court of the United States upon the question of the inviolability of Indian occupancy. Chief Justice Marshall, in his opinion, warmly espousing the violated rights, expressed himself most vigorously in respect to the sacredness of them, but in entire accord with his doctrine in *Johnson v. McIntosh*, that the fee of the soil was in the sovereign by right of discovery.

Judge McLean, concurring with Judge Marshall, said of the Indians (6 Peters, 580):

“This right of occupancy has never been questioned, but the fee in the soil has been considered in the government. This may be called the right to the ultimate domain, but the Indians have a present right of possession.”

Chancellor Kent deals with the case of *Johnson v. McIntosh* at great length under the heading “Title by Discovery” (3 Kent Comm., * 379), and with the *Worcester* case under his next heading “Qualified Indian Rights” (3 Kent Comm., * 380.)

In *Mitchell v. U. S.*, 9 Peters, 711, 745, 746, Baldwin, J., delivering the opinion, said:

“As Florida was for twenty years under the dominion of Great Britain, the laws of that country were in force as the rule by which lands were held and sold; it will be necessary to examine what they were as applicable to the British provinces before the acquisition of the Floridas by the treaty of peace in 1763. One uniform rule seems to have prevailed from their first settlement, as appears by their laws; that friendly Indians were protected in the possession of the lands they occupied, and were considered as

owning them by a perpetual right of possession in the tribe or nation inhabiting them, as their common property, from generation to generation, not as the right of the individuals located on particular spots.

“Subject to this right of possession, the ultimate fee was in the crown and its grantees, which could be granted by the crown or colonial legislatures while the lands remained in possession of the Indians, though possession could not be taken without their consent.

“Individuals could not purchase Indian lands without permission or license from the crown, colonial governors, or according to the rules prescribed by colonial laws; but such purchases were valid with such license, or in conformity with the local laws; and by this union of the perpetual right of occupancy with the ultimate fee, which passed from the crown by the license, the title of the purchaser became complete.

“Indian possession or occupation was considered with reference to their habits and modes of life; their hunting grounds were as much in their actual possession as the cleared fields of the whites; and their right to its exclusive enjoyment in their own way, and for their own purposes, were as much respected, until they abandoned them, made a cession to the government, or an authorized sale to individuals. In either case their right became extinct, the lands could be granted disencumbered of the right of occupancy, or enjoyed in full dominion by the purchasers from the Indians.”

The court then said that such was the tenure of Indian lands by the laws of Massachusetts, Connecticut, Rhode Island, New Hampshire, New York, New Jersey, Pennsylvania, Maryland, Virginia, North Carolina, South Carolina and Georgia, and by Congress, by their respective laws and the decisions of courts in their construction. “Such, too, was the view taken by this court of Indian rights in the case of *Johnson v. McIntosh* (8 Wheat. 571, 604), which has received universal assent.”

It may be useful to note that the Spanish crown, in pursuance of “the laws of the Indies,” was wont to allot lands to the Indian tribes “in complete ownership, equally as if they were under a complete grant,” with supervision, however, over the alienation

of such lands. (See 3 Kent Comm., *380 [13th Ed.] Note B.) There may accordingly be found a few exceptions to the general rule in Florida and in the Louisiana Purchase.

In *Butts v. Northern Pacific R. R.*, 119 U. S. 55, 66, the court said:

“The fee was in the United States. The Indians had merely a right of occupancy, a right to use the land subject to the dominion and control of the government. The grant (to the railroad company) conveyed the fee subject to this right of occupancy.”

There is nothing inconsistent with the doctrine of the foregoing cases in that of *Holden v. Joy*, 17 Wall. 211, 244, et seq., cited by the appellant at page 26 of its brief. The reference to the “absolute” title of the Indians was clearly to their “title” by occupancy.

In *Jones v. Meehan*, 175 U. S. 1, 8, the Supreme Court said, per Gray, J.:

“Undoubtedly, the right of the Indian nations or tribes to their lands within the United States was a right of possession or occupancy only; the ultimate title in fee in those lands was in the United States; and the Indian title could not be conveyed by the Indians to any one but the United States, without the consent of the United States.”

This last case was cited with approval in *Francis v. Francis*, 203 U. S. 233. That case held that an individual Indian might acquire title in fee by a grant to him contained in a treaty with the Federal Government and might lose title by adverse possession of a white person against him.

In *U. S. v. Cook*, 19 Wallace 591, 592 (1873), the Supreme Court said, per Waite, C. J.:

“The right of the Indians in the land from which the logs were taken (an Indian reservation in Wisconsin) was that of occupancy alone. They had no power of alienation except to the United States. The fee was in the United States, subject only to this right of occupancy. This is the title by which other Indians hold their lands.”

The court accordingly held that an action of trover lay for timber wrongfully severed from the reservation.

In *Pine River Logging Co. v. U. S.*, 186 U. S. 279, 284, decided in 1902, the court said:

“It is conceded that the fee to the lands comprised within Indian reservations” (In Minnesota) “is in the United States, subject to a right of occupancy on the part of the Indians, and that the unauthorized cutting of timber, upon Indian reservations is not only unlawful” (citing cases) “but is made a criminal offense by the Act of June 4, 1888, 25 Stat. 166.”

We might cite many more Federal cases, but it seems unnecessary to do so. The doctrine of *Johnson v. McIntosh* has never been questioned or modified.

The New York cases are equally positive in their language.

Chancellor Walworth held in *Strong v. Waterman*, 11 Paige 607, 610, that

“The ultimate fee of the land is undoubtedly in the State, or its grantees; but the right of the Indians to the beneficial use and occupancy thereof, until they think proper voluntarily to relinquish and abandon that right, has been too long recognized in this State to be now called in question.”

The case of *Fellows v. Denniston*, 23 N. Y. 420, arose out of a special statute of this State passed in 1841, purporting to tax the title of the predecessors of the respondent in this action to the lands now in suit. The Court of Appeals held that this law was valid because of a proviso that it should not in any manner affect the Indian right of occupancy. Judge Denio, in delivering the unanimous opinion of the court, enunciated the doctrine (afterwards confirmed by the cases about to be cited) that the title of the Ogden Land Company is a fee, embracing the exclusive right of pre-emption. At page 423 he said:

“The nature of the aboriginal title, and that of the State in which the lands lie, has been so often defined by judicial determination that no time need now be spent upon it (*Johnson v. McIntosh*, 8 Wheat. 543; *Fellows v. Ellsworth*, 6 Hill 546; S. C., 5 Denio 528). The Indian Nation, in a collective or national capacity, has the right of occupancy of the land, but no power to sell or in any way dispose of it to others, except to the State, or to persons authorized by it to purchase; and the government of the State has the ultimate right of soil, or title in fee simple, subject to the Indian right of occupancy. The right to purchase

the Indian claim, or, in the language usually employed, to extinguish the Indian title, thus existing in the State or in its grantees, is usually called the right of pre-emption."

And again, at page 428, the court said:

"If the (tax) purchaser acquires no right to interfere with the Indian occupancy, the subject of his purchase is limited to the title of the grantees under the State of Massachusetts; and he acquires nothing more. This, we have seen, is the right of pre-emption, and perhaps it embraces also a technical fee; but, as it does not embrace the Indian right of occupancy, but expressly excludes it, and that is the only right which the Indians had, it is clear that they are not prejudiced by the tax or by any sale which may take place pursuant to it."

Counsel for the appellant, at page 47 of their brief, try to dispose of this case by the statement that "The learned judge (Denio) was evidently misled in this respect by the claim of the Ogden interests made them, as now, to be the owners in fee simple of the premises." They had as well have said that the defendant's predecessors succeeded in misleading the whole court, which included Comstock, C. J., and Selden and Davies, JJ.

This decision was reversed by the United States Supreme Court in the case known as *The New York Indians* (5 Wall. 761), already cited, the only difference of opinion between the two courts being with regard to the efficiency of the proviso in the statute for the protection of the Indian right. The Supreme Court expressly says that the Indian title "will cease only by the dissolution of the tribe, or their consent to sell to the party possessed of the right of pre-emption" (i. e., now Mr. Appleby, the owner of the fee). "He is the only party that is authorized to deal with the tribe in respect to their property." Till such sale or dissolution the Indians "are to be regarded as still in their *ancient possessions*, and are in under their *original rights* and entitled to the undisturbed enjoyment of them" (pages 770, 771). This enjoyment the court feared might be disturbed by the purchaser of the fee title under a sale thereof for taxes.

The case of *Seneca Nation v. Christie* (49 Hun 524), was decided by the General Term of the Fifth Department in 1888, and by the Court of Appeals (126 N. Y. 122), in 1891. It was an action of ejectment to recover a parcel of land formerly embraced

in the Cattaraugus reservation, the right to occupy which had been released by the Seneca Nation to the defendant's predecessors by a deed or treaty dated 31st August, 1826, a copy of which may be found at pages 144, et seq., of the Report of the Special Committee to Investigate the Indian Problem of the State of New York, Assembly Document 51 of 1889 (usually referred to by our opponents and ourselves as the "Indian Problem Book").

The General Term, per Bradley, J., said:

"It is clear that Troup and his associates had title to the lands, subject to the right of the Indians and had the right of pre-emption from them." (49 Hun 527.)

The court then very fully discussed the history of the title and concluded as follows:

"The title of the Indians was possessory and embraced the right of occupancy only. And when abandoned by them the possession attached itself to the fee of the lands (Johnson v. McIntosh, 8 Wheat. 543; United States v. Cook, 19 Wall. 591; Beecher v. Wetherby, 95 U. S. 517). At the time of such abandonment the fee was in the persons composing the Ogden Land Company, under whom, through *mesne* conveyances the defendant is in possession claiming title to the land in question" (49 Hun 534).

The Court of Appeals went *in to* the history of the Ogden title at even greater length than had the General Term, and held it to be a complete fee title and good in all respects. This is the precise title that the respondent's predecessors had in 1826, and that he has to-day.

The court, in discussing this title, said in its unanimous opinion, delivered by Andrews, J. (126 N. Y. 135, 136):

"The nature of the Indian title to lands on this continent was established by the system of public law adopted by European nations regulating their possessions here. It became the recognized principle that discovery followed by possession vested in the sovereign by whose subjects the discovery was made the absolute title to the soil of the lands within the limits of the discovered territory, subject, however, to the right of occupation of the Indian tribes, which could only be extinguished by their voluntary consent, unless forfeited under the laws of war. It was a necessary sequence to the claim that the sovereign had the ultimate title

to the soil, that the right to extinguish the Indian occupation was exclusively vested in the sovereign. The Indians were held to be incapable of alienating their lands except to the crown, and all purchases made from them without its consent, were regarded and treated as absolutely void. The title of the crown was subject to grant, but a grant from the crown only conveyed the fee subject to the right of Indian occupation and when that was extinguished under the sanction of the crown, the possession then attached to the fee and the title of the grantee was thereby perfected. These general principles were announced by Chief Justice Marshall in the great case of *Johnson v. McIntosh* (8 Wheat. 543), which has ever since been regarded as a sound exposition of the nature of Indian titles."

The *Christie* case is cited with full approval in the very late case of *Jemison v. Bell Telephone Co.*, 186 N. Y. 493, 498. This was not an ordinary action of ejectment as implied by our opponents at page 113 of their brief, but a statutory action expressly given to the individual Indians by chapter 296 of the Laws of 1902, adding section 89 to the Indian Law of 1892, and providing that such Indians might, under certain circumstances, maintain such actions against telephone or telegraph companies "in the same manner as citizens of this State, and *as if* they were owners in severalty of the lands so allotted to them."

In *Town of Southampton v. Mecox Bay Oyster Co.*, 116 N. Y. 1, 7, the court said:

"Nor did the Indians have any title to the land which they could grant, and which would be recognized in the courts of this country." * * *

"The Indian tribes in the new world were regarded as mere temporary occupants of the soil, and the absolute rights of property and dominion were held to belong to the nation by which any particular portion of the country was first discovered."

So also it was said in *Trustees of Easthampton v. Vail*, 151 N. Y. 463, 471:

"The deed from the Indians to the freeholders of East Hampton given in 1660 has no important bearing upon the question involved in this case. The Indians had no title which they could

grant that would be recognized by the courts of this country, and, consequently, their deed conferred no title upon the plaintiff."

Johnson v. Long Island R. R. Co., 162 N. Y., 462, was an action of ejectment against the Long Island Railroad Company brought by the plaintiff, a member of the Montauk tribe of Indians, on behalf of himself and all other persons equally interested with him, who might come in and contribute to the expenses of the action. A demurrer to the complaint was sustained at Special Term, but the Appellate Division by a divided court reversed the interlocutory judgment below, and certified up to the Court of Appeals the questions raised by the demurrer. These were: "(1) Has the plaintiff in this action legal capacity to sue? (2) Is there a defect of the parties plaintiff in this action, in that the members of the alleged Montauk tribe of Indians are not made parties plaintiff? (3) Does the complaint herein state facts sufficient to constitute a cause of action," (162 N. Y. 464.) The Court of Appeals answered all three questions in the negative, and in the course of its opinion used the following language:

"The theory of an action by one for the benefit of all is, that where a large number of persons, not incorporated, are vested with a cause of action, it may be enforced in that manner, but when it is admitted, as in this case, that the tribe has no cause of action, it follows, logically, that no one member of the tribe could sue for the benefit of all, as the cause of action does not exist.

"We are of opinion, however, that the Montauk tribe of Indians, are not without legal redress in the premises, as by an application to the Legislature an enabling act can be obtained allowing action to be brought on behalf of the tribe, in the name of its chief or head, or in the name of such member or members thereof as may be selected.

"It is much better that this course should be pursued than to sustain an action in the present form, which it is conceded by the learned court below is not free from doubt, and which we regard as contrary to long established public policy.

"We answer the three questions certified to us in the negative."

The court thus decided, not merely that the tribe could not

itself appear as a plaintiff in the State courts, but that a cause of action in ejectment *did not exist*.

* * * * *

Here it may well be noted that no one of the statutes of this State which has been enacted for the relief and protection of Indians has enabled the plaintiff in this action to take or hold real estate in fee. By the common law of this State, and by its early statutes, only a citizen of the United States could hold title to real estate within this State. The modifications of this rule have been in favor of aliens (in certain cases), individual Indians, and some corporations under certain restrictions. There has not been any statutory provision permitting the plaintiff or any other Indian tribe or nation to hold land in fee. The Act of 1845, just referred to, and section 70, of the Indian Law of 1892, as re-enacted without change in 1909 (which law contains every indulgence and relief ever granted to an Indian nation or tribe), go no further than to enact that "the Seneca Indians residing on the Allegany and Cattaraugus Reservations shall, *subject to the limitations provided by law*, hold and possess such reservations *as a distinct community*." No statute in this State has ever incorporated the Seneca nation.

The words "as a distinct community" in the statute cited contain, we submit, the gist of the enactment. The Legislature, in the revisions of 1892 and 1909, plainly took this view, when it entitled section 70 "Confirmation of Nationality." The object of the statute was to distinguish the Senecas on the two reservations in suit from the Tonawanda band of Seneca Indians residing on the Tonawanda Reservation, termed the Tonawanda Nation by section 40.

* * * * *

Our opponents introduced evidence showing the nature of the Indian occupation of the lands in suit. From this evidence it would appear that about half the lands on the Allegany reservation and about three-quarters of them on the Cattaraugus are improved or cultivated (Hoag, fol. 133); that the Seneca nation has a written constitution and certain Indian courts; that there are churches and schools; that about half of the Indians are

christian and half pagan (Howland, fol. 174); that the lands on the reservations are not, and never have been, assessed for taxes to anybody (Hoag, fol. 126); that certain ninety-nine year leases have been made by the nation in accordance with the Federal acts of 1875 and 1890 (Hoag, fols. 133-4); that certain railroads have for a number of years been running through the reservations with the consent of the Seneca Nation (King, fols. 189-191); the witness being unable to state that they had not obtained other consents (fol. 201), and that the lands had been occupied in the same way since sixty-five years before the trial (Nephew, fols. 152-156).

We are unable to perceive why this evidence should have been introduced by our opponents. To us it shows that the Indians are still a peculiar people, exempt from the payment of taxes and other obligations of citizens; governed under their own constitution; subject to statutory courts of peculiar and limited jurisdiction; still largely pagan; and continuing to live for sixty-five years without change, except such as may have been wrought by missionaries and philanthropists from the outside world.

* * * * *

The State statutes contain nothing which can be properly used as an argument that the title of any individual Indian can be anything more than part and parcel of the tribal right of occupancy. It is true that sections 7 and 55 (formerly 56) of the Indian Law provide for the distribution and partition of tribal lands among "individuals *and families*" of the nation, "so that the same may be held in severalty and in fee simple, according to the laws of this State." But section 6, exempting as we understand it *all reservation* lands from taxation, speaks of the reservations as remaining "the property of the nation, tribe or band occupying the same;" and section 8, forbidding intrusions on tribal lands (allotted, it is to be understood, as well as others), speaks of lands "owned or occupied by any nation." Section 11 (one of the general provisions relating to all tribes), provides for actions in the name of the people of the State against persons other than Indians trespassing "upon tribal lands," the damages to be distributed "among the Indians occupying such "lands."

* * * * *

On page 28-30 of their brief, appellant's counsel refer to a "treaty" made in 1768 between the Six Nations and George III. whereby the former released to the latter all the lands east of a line therein described, one end of which was at or about "Oswegy." They argue from the fact of the execution and presumed acceptance of this instrument (which really was not a treaty executed on behalf of the Crown, but simply a release executed on behalf of the Indians alone) and from certain grandiloquent language employed in it, that the Crown thereby recognized the Indians as the owners of the fee title to lands west of the said line, and extending how far west from it we have no idea. As to this we deem it sufficient to answer that the instrument referred to was undoubtedly a release by the Indians of their mere rights of occupancy in the lands east of the line, and if it implied any recognition of their rights in land west thereof, the rights so recognized were also mere rights of occupancy; that if George III had intended to convey a fee to the Indians (which he certainly neither intended nor professed to do), he intended to convey something which he did not own, because it had already been conveyed by his predecessors to the Massachusetts Bay Colony, the Duke of York and others; and, lastly, that the results which our opponents would deduce from this instrument (like many other of their deductions) are altogether too far reaching, because they would be subversive of the law and the history of our country for very much more than a century.

We have seen a copy of this deed of 1768, not in the work quoted by our opponents, but only in the compilation entitled "Documents relative to the Colonial History of the State of New York," by Brodhead, edited by O'Callaghan, at page 135 of Volume 8. In that collection the words quoted at page 29 of the appellant's brief, "Now, therefore, know ye," are followed by the words "that we, the Sachems and Chiefs aforementioned * * * have * * * granted, bargained, sold, released and confirmed," etc. The word *we* is omitted from the quotation as given in appellant's brief. The deed, as said before, was executed on behalf of the Indians only; it was neither an indenture nor a treaty.

In the case of *Smith v. City of Rochester*, 92 N. Y. 463, Ruger, C. J., delivering the opinion of the court, said, referring to the Treaty of Hartford, at pages 476, 477:

“Subsequent to this treaty there remained in the State of New York only such rights of property in these lands as necessarily pertained to its sovereignty and were inalienable by the sovereign. *All such rights of property in or to the territory in dispute as could by the most comprehensive and absolute conveyance be granted to another were, by this treaty, conferred upon the Commonwealth of Massachusetts and its grantees.*”

In *Seneca Nation v. Christie*, 49 Hun 524 (affirmed, 126 N. Y. 122), the Supreme Court in the Fifth Department said:

“At the time of the adoption of the Federal Constitution the ultimate fee of this land was in the Commonwealth of Massachusetts” (49 Hun 529).

It is true that there are some cases in this State which seem to hesitate to ascribe to the defendant's title the full character of an estate in fee. In so far, however, as they fail to do so, they have been overruled; as was undoubtedly the opinion of the Appellate Division in this case (fol. 957).

Ogden v. Lee, 6 Hill 546, decided by the Supreme Court in 1844, determined simply that the plaintiffs in that case (the respondent's predecessors) could not maintain an action of *trover* against a third party who had purchased logs which the Seneca Indians had cut from the Cattaraugus Reservation and sold to him. Judge Bronson, for the court, overruling the Circuit Judge, Dayton, admitted that the Crown had held and conveyed the “ultimate fee” but asserted that its grantees had not acquired the “absolute fee.”

This case was appealed to the Court of Errors and is reported as *Fellows v. Lee*, in 5 Denio 628.

“Twenty Senators, being all the members of the court, who heard the argument, voted for affirmance,” four of them delivering written opinions, which are not reported, in favor of affirmance upon the ground maintained by the Supreme Court, that the Indian title to lands is an absolute fee, and that the pre-emption right conceded to Massachusetts, was simply a right to acquire by purchase from the Indians their ownership of the soil, whenever they should choose to sell it.”

The Supreme Court maintained no such ground. If it had done so it would be distinctly overruled by the cases of *Fellows v. Denniston*, 23 N. Y. 420; *Smith v. City of Rochester*, 92 N. Y.

463; and *Seneca Nation v. Christie*, 49 Hun 524; 126 N. Y. 122. It is evident that Judge Denio, in *Fellows v. Denniston*, did not attach any importance whatever to the opinions of the Senators in the Court of Errors, for he cites the case, together with *Johnson v. McIntosh* to show that the title of the State or its grantees is "the ultimate right of soil, or title in fee simple" (23 N. Y. 423). The manner in which the case was disposed of in the Court of Errors, the learned Senators putting into Judge Bronson's opinion, views which he had not expressed, fully justifies the want of confidence which the Court of Appeals in a later and very celebrated case expressed in a decision rendered by Senators only. *Delafield v. Parish*, 25 N. Y. 1, 27, 28.

Moreover, unless the timber for which *trover* was brought in *Ogden v. Lee* was cut "for use upon the premises, as timber or its product," and in good faith for the improvement of the "land," the cutting would have been "waste and unauthorized," according to the opinion of the Supreme Court of the United States, per Waite, C. J., in *U. S. v. Cook*, 19 Wallace 591, 593. "If the timber should be severed for the purposes of sale alone — in other words, if the cutting of the timber was the principal thing and not the incident — then the cutting would be wrongful, and the timber, when cut, become the absolute property of the United States," i. e., of the owner of the fee of the lands in that particular case. The court continued to say that "These are familiar principles in this country and well settled, as applicable to tenants for life and remaindermen. But a tenant for life has all the rights of occupancy in the lands of a remainderman. The Indians have the same rights in the lands of their reservations. What a tenant for life may do upon the lands of a remainderman the Indians may do upon their reservations, but no more. * * * The Indians having only a right of occupancy in the lands, the presumption is against their authority to cut and sell the timber. Every purchaser from them is charged with notice of this presumption." This case was decided in 1873. Precisely the same decision was made by the Supreme Court in 1902 in the case of *Pine River Logging Co. v. U. S.*, 186 U. S. 279. Both these cases have been already cited under Point I.

Blacksmith v. Fellows, 7 N. Y. 401 (1852), was an action by an individual Indian against the respondent's predecessor for

trespass committed on lands in the Tonawanda Reservation occupied by the plaintiff. It seems that Fellows entered by force upon the land occupied by the plaintiff before ascertainment of the amount of the pecuniary award to be allowed the latter for his improvements under the treaty of 20 May, 1842 (Exhibit 21, fols. 891 et seq.), had been made or filed in the office of the Department of War. The court held that the plaintiff was entitled to succeed in this action of trespass, Wells, J., dissenting. Edmonds, J., delivered an opinion for the plaintiff, but it does not appear that either opinion was concurred in by the other judges in the majority. (See page 427.) In Judge Edmond's opinion he admitted that the action was not "founded only upon title" (page 414), but he said *obiter* (page 411) that "all that Massachusetts acquired by the cession to her was the exclusive right of buying from the Indians when they should be disposed to sell." It would seem that the learned judge must have meant that this exclusive right was equivalent to a fee, because he immediately went on to say that "This right was duly vested in Ogden and Fellows by proper conveyances from the State of Massachusetts, and they thus became seized of all the white man's right over these lands, except that of sovereignty, which still remains in the State of New York." The decision of the Court of Appeals was affirmed by the Supreme Court of the United States (*Fellows v. Blacksmith*, 19 Howard 366) on the sole ground that, notwithstanding the treaties of 1838 and 1842 (though they were admitted to be the supreme law of the land), no one but the United States Government could forcibly remove the Indians.

Our opponents at the top of page 51 of their brief have erroneously quoted from the opinion of the Supreme Court of the United States in this case, 19 Howard, at page 368. The correct quotation is as follows (beginning at the bottom of page 367):

"The defendants gave in evidence certain documents and acts of the Legislatures of the States of New York and Massachusetts, showing that a dispute had arisen, at an early day, between the two States, in respect to the title to a large tract of land within the limits of New York, of which the *locus in quo* is a part. That in 1786, the dispute was amicably settled by a cession from Massachusetts to New York of the sovereignty and jurisdiction over the

tract, and by a cession from New York to Massachusetts of the right of pre-emption to the soil from the Indians.

“The lands were then in the independent occupancy of the Seneca Nation, and owned by them, and that Massachusetts acquired by the cession the exclusive right of purchasing their title whenever they became disposed to sell; that this right had become duly vested in Thomas L. Ogden and Joseph Fellows, by proper conveyances from Massachusetts, which survived to the latter on the death of Ogden.”

Our opponents make part of the above read as follows, the words italicized by us not forming part of the opinion:

“The lands were then in the independent occupancy of the Seneca Nation and owned by them, and *all* that Massachusetts acquired by the cession *was* the exclusive right of purchasing their title whenever they became disposed to sell.”

This misquotation is the more serious because the Federal courts have never in any case made any such statement as it would ascribe to them. We called attention to it on the appeal to the Appellate Division, and it is most unfortunate that it should be repeated on the present appeal.

In *Shango v. Miller*, 45 App. Div. 339, the court discussing the Federal Act of 19 February, 1875, relative to leases, and wishing to show that the Indian occupancy continued notwithstanding this statute, said, speaking generally and *obiter*, that “the ultimate title is already in the United States” (45 App. Div. 346). This decision was affirmed by the Court of Appeals without opinion, and not as stated at page 95 of the appellant’s brief upon the opinion below (169 N. Y. 586).

In the case of *Jimeson v. Pierce*, 78 App. Div. 9, 14, the court speaks of the fee title of the lands in the Cattaraugus Reservation as being in the State of New York. This was an action between two Indians for the enforcement by the Supreme Court of a partition made by the Peacemakers’ Court. Doubtless, the court had in mind the original ownership of the State and overlooked the fact that the State had parted with it. The opinion plainly shows that the Indian right was merely one of occupancy.

Wadsworth v. Buffalo Hydraulic Association, 15 Barb. 83 (1853), was an action of ejectment brought by a grantee of Fellows, the respondent’s predecessor (the plaintiff not being himself

a predecessor of respondent), by reason of a breach of a condition subsequent in a deed made by the original trustees in 1828. The case was based upon *Ogden v. Lee*, 6 Hill 546 (*supra*), “which, as to the title, is made a part of this case” (page 88). The learned judge, in his opinion on page 91, said: “Troup and others had simply the exclusive right to *acquire the title* to the land of the Indians, and I cannot conceive or comprehend how this could constitute any *estate*. This right produced no fruits, it imposed no servitudes upon the land.” These expressions are flatly overruled by later authority. In *Fellows v. Denniston*, 23 N. Y., at page 428, the Court of Appeals said that the title of grantees, under the State of Massachusetts, embraced everything except the Indian right of occupancy, “and that is the only right which the Indians had.” In the *Christie* case the General Term said that “it is clear that Troup and his associates had title to the lands, subject to right of the Indians, and had the right of pre-emption from them” (49 Hun 527). The Court of Appeals, in that case, said that “a grant from the Crown only conveyed the fee, subject to the right of Indian occupation, and when that was extinguished under the sanction of the Crown, the possession then attached to the fee and the title of the grantee was thereby perfected.” (126 N. Y. 136.)

STATE OF NEW YORK.

ATTORNEY-GENERAL'S OFFICE,

ALBANY, *May* 18, 1911.

BEFORE THE COMMISSIONERS OF THE LAND OFFICE.

<p>In the Matter of the Claim of DANIEL BERGIN and others, alleged heirs-at-law and de- scendants of the Cayuga Indian Sachem, called Fish Carrier.</p>	}
---	---

To the Commissioners of the Land Office:

Gentlemen.—The above-entitled claim having been referred by your honorable board to the Attorney-General for his examination and report, I have the honor to say:

This is a petition submitted to the Commissioners of the Land Office, with the certificate of Governor Horace White, that he approves of the hearing and determination of this claim by this board, but his approval is expressly stated to have been given to enable the petitioners to have a forum, without expressing his opinion as to the rights or equities of the claimants. The matter therefore comes before your board under the provisions of section 13 of the Indian Law, which provides:

“Section 13. DOWERS OF COMMISSIONERS OF LAND OFFICE IN RELATION TO INDIANS. The commissioners of the land office, with the approval of the governor, shall hear and determine all questions which may arise in relation to moneys under the control of the State, belonging to any nation, tribe or band of Indians, or any individual Indian or his descendants, and all questions which may arise between the various parties of such tribe or nation in relation to any of their lands, or the avails thereof; and shall make such treaties, contracts and arrangements with any such nation, tribe or band, or individuals, who have any claim upon any land in this state, or any money belonging to them under the control of the state, or for the purchase of any portion of such lands, as they may deem just and proper, or in relation to the expense of laying out and keeping in repair any public road passing through any lands occupied by Indians. This section shall not apply to Seneca or Tonawanda nations.”

The petition alleges that under a treaty made by this State with the Cayuga Nation of Indians, in Albany on February 25, 1789, whereby there was ceded by said Indians certain lands in central New York, a reservation was made of some of the lands and it was declared to be the intention of the parties to the treaty “that the Cayuga called the Fish Carrier shall have a mile square of the said reserved lands for the separate use of himself and the separate use of his family forever;” that said treaty was ratified and confirmed by the Fort Stanwix treaty of June 22, 1790, with said Indians, including Fish Carrier, and was also further confirmed by a treaty made between the United States government and the Six Nations of Indians on January 21, 1795;

that by the treaty of Cayuga Ferry made by this State with the Cayugas on July 27, 1795, signed also by Fish Carrier (which was made by commissioners appointed for that purpose by chapter 70 of the Laws of 1795, passed April 9th, and which act expressly authorized said commissioners to purchase the reservations lands of said Indians and to stipulate perpetual annuities to be paid by the State in payment therefor), there was reserved the above-mentioned "piece of land of one mile square at Cannogai for the use of an Indian sachem of the said nation called Fish Carrier and for the use of his posterity forever under the restrictions aforesaid (for their own use and occupation but not to be sold, leased or in any other manner aliened or disposed of to others unless by the express consent of the Legislature of the said State) which said last piece of land shall be leased by the people of the State of New York for such terms and on such conditions as the Legislature thereof shall direct, and the money annually arising therefrom shall be paid unto the said Fish Carrier or his posterity at Canadaghque by the said agent (for Indian affairs under the United States for the time being residing within this State), or by such person as the Governor of this State shall thereunto appoint, and unto such person as shall produce a certain writing subscribed by the said agents (referring to the commissioners appointed by ch. 70, L. 1795), and sealed with their seals, taking and recording the receipt therefor in the manner aforesaid" (the duplicate to be acknowledged and recorded in the records of the said county of Ontario and the original transmitted to the Governor); the petition alleges that in 1796 an agreement was made with Fish Carrier without authority of law and contrary to the Indian Intercourse Act of Congress of 1793, whereby the State agreed to pay Fish Carrier or his descendants \$50 annually in lieu of rent of said square mile of land; that said land was afterwards unlawfully sold by the State for \$2,392.51 in 1811 and 1813; that no rents as provided for the treaty of 1795, has ever been paid to Fish Carrier or to his descendants; that no part of said annuity agreed to be paid in 1796 was ever paid so far as petitioners are informed and believe and they therefore ask an accounting "from said lands with interest thereon from the time of receiving of said moneys by the State"

and that the sum to be ascertained to be due be paid said petitioners.

An investigation of the Legislative journals and documents and the records of the State Comptroller's office discloses the fact that on February 19, 1796, "the report of the agents appointed by law (ch. 70, Laws of 1795) to negotiate a purchase of certain land appropriated to the use and occupancy of the Oneida, Onondaga and Cayuga Indians was read and committed to a committee of the whole," of the Senate (the original of this report I am now unable to find) and that on February 19, 1796, said committee reported and, accordingly, a special committee was appointed to prepare and bring in a bill for the purpose, that on February 24th said special committee brought in a bill "to confirm certain agreements with the tribes of Indians therein mentioned and for other purposes relative thereto"; that this bill was acted on February 24th, 26th, 27th and 29th and March 1st and 2d, when the title of the bill was changed to "an act supplementary to the act" (Ch. 70, L. 1895) and which bill became chapter 39, Laws 1796, and which act ratifies and confirms all of the agreements made by said commissioners with the Cayuga, Onondaga and Oneida Indians in the treaties with them in 1795, and it is especially provided in this act "That it shall and may be lawful to and for the agents appointed by the act aforesaid to pay unto the agent of the United States for Indian affairs within this State, the sum of fifty dollars, to be by him paid unto the Cayuga chief, called Fish Carrier, or to the person who shall produce a certain certificate given to him by the said agents, taking duplicate receipts therefor, one of which shall be endorsed on the said certificate, and the other filed in the office of clerk of the county of Onondaga; and it shall be lawful for the said agents to commute with the said Fish Carrier or his legal representatives for such annuity in extinguishment of his claim to an annual rent stipulated to be paid to him, as they, in their discretion shall deem meet and proper, subject nevertheless to legislative approbation" and further authorizing the State Treasurer to pay \$2,500 to said agents to be laid out by them in paying the \$50 to the Cayuga Chief Fish Carrier and the other Indian annuities and expenses. Among the accounts of General Philip Schuyler, one of the agents appointed by chapter 70, Laws of 1795, to

negotiate with said Indians, on file in the office of the State Comptroller, which office was created in 1797, appears an item of \$20 paid October 11, 1796, by General Schuyler to Israel Chapin, Agent of Indian Affairs for Fish Carrier's annuity of \$50, together with a sight draft by said Chapin on Schuyler for said \$50 dated Canandaigua, September 21, 1796, and a contemporaneous letter from Chapin to Schuyler stating that he has ascertained the actual heirs of Fish Carrier and starts this day for Grand River to make the payment. This draft was accepted and paid October 11, 1796, as appears by a receipt endorsed on the back thereof and on October 30, 1796, Jasper Parrish, of Canandaigua, certified in writing that he "saw Israel Chapin pay fifty dollars to the Cayuga chiefs from Grand River deputed to receive the annuity for Fish Carrier's rent for his mile square of land on the Cayuga Reservation." On January 16, 1797, the agents appointed by chapter 70, Laws of 1795, as amended by chapter 39, Laws of 1796, reported to the Legislature "that the agents have, in conformity to law, paid to the representatives of the Cayuga Chief Fish Carrier, the sum of fifty dollars for the annuity due to him on the first day of June last," and said agents suggest legislative "provision for the payment of the annuity to become due to the representatives of the Fish Carrier" (Senate Journal 1796-97, pages 35 and 36). The State Treasurer's Report to the Legislature for the years 1795 and 1796 (Assembly Journal 1796, page 16, and Senate Journal 1796-97, page 38) shows the payment of large sums of money to Indian Commissioners for Cayuga and other Indians for annuities. Chapter 83 of the Laws of 1797 provides that there shall be paid * * * "to the posterity of the Cayuga Chief Fish Carrier an annuity of fifty dollars, *according to the agreement with the said Indians by the agents appointed in and by the act*" chapter 70, Laws of 1795, "which several annuities shall be paid on the first day of June next, at the several places specified in the contracts made with the said tribes in the year 1795 and on the first day of June yearly thereafter out of any monies in the treasury" etc.

Accordingly the annuity of \$50 to the posterity of Fish Carrier was regularly paid by the State and receipts thereof by the posterity of Fish Carrier for all the years from 1797 to 1828,

inclusive, duly recorded in Ontario county clerk's office are now on file in the State Comptroller's office. In the year 1829 the manner of payment was changed in accordance with a new treaty between the State and the Cayugas, dated February 28, 1829, and thereafter and until the year 1841, inclusive, said annuity of \$50 was regularly paid to the agent for Indian affairs for distribution to the posterity of Fish Carrier, as appears by vouchers now on file in the comptroller's office. Chapter 234 of the Laws of 1841 among other things authorized the Commissioners of the Land Office "to direct the payment of the principal of the annuity due to the Cayuga Chief Fish Carrier," said moneys to be paid by the treasurer on the warrant of the comptroller. The minutes of the Land Board of August 2, 1841, show that "the Cayuga Chief Fish Carrier having applied for the payment of the principal of his annuity of fifty dollars and it appearing expedient that the same should be paid, Resolved, pursuant to the third subdivision of section 1 of chapter 234 of the Laws of 1841, that the comptroller be and he is hereby authorized and directed to pay to the said Cayuga Chief Fish Carrier such sum as at the rate of six per cent. will produce fifty dollars per annum in lieu and extinguishment of the annuity granted to him by the State" and the records of the comptroller's office show a warrant drawn accordingly to the Cayuga Chief Fish Carrier for \$833.33 on August 2, 1841, and a receipt for said sum in full payment of the principal of said annuity on the same day by Fish Carrier by Orlando Allen, his attorney in fact under a power of attorney for that purpose duly executed by Fish Carrier and filed with the warrant and receipt.

Assembly Document 61, of 1848, is the report of the Secretary of State, made in compliance with an Assembly resolution passed February 25, 1848, containing a statement relative to the Canoga Reservation, on west side of Cayuga lake, reserved in 1795 for Fish Carrier and his posterity and that "on the 2d of August, 1841, the annuity to Fish Carrier was extinguished by the payment of a principal sum." Some of these receipts by the posterity of Fish Carrier for annuities were offered and received in evidence in 1889 in the matter of the claim of the Canadian Band of Cayuga Indians against the State and in the argument

of counsel for the government of the Dominion of Canada, it was stated that such payments to the posterity of Fish Carrier "were not made under the treaty of 1795 but were made *under an entirely different agreement* and one with which the Cayuga Nation had nothing whatever to do." (See Senate Document 58 of 1890, pages 423, 493 and 603.)

The treaty or agreement made by the Indian Commissioners with Fish Carrier subsequent to the General Treaty of 1795, referred to in chapter 39, Laws of 1796, and chapter 83, Laws of 1797, cannot now be found in the State archives. It appears, however, that in the year 1807 the Surveyor-General surveyed the Canoga Reservation and divided the same into four lots, the three larger of which were then in the occupation of white settlers. (See Book 8, Field Books, pages 297-300, Secretary of State's office.)

On March 17, 1810, these white settlers petitioned the Legislature (see Senate Journal 1810, page 107 and original petition now on file with legislative papers in the State Library) alleging that they settled on said Canoga Reservation "under the Indians" to whom they paid yearly rent until the State purchased the same, and praying for the passage of an act for their relief.

This petition was renewed in 1811 (see Assembly Journal 1811, pages 19, 68, 184, 197, 201, 246 and 266) and accordingly chapter 51, Laws of 1811 was passed, which authorized the appraisal of said lands under the direction of the Surveyor-General and the conveyance thereof by the Commissioners of the Land Office to the several occupants at the appraised valuation. The lands were therefore patented by the Land Board to the said occupants under resolutions of said board, adopted October 4, 1811, December 2, 1811, December 30, 1811, and February 1, 1813.

By chapter 92, Revised Laws of 1813, passed April 10, 1813, all agreements and stipulations heretofore made by agents appointed by this State, with the Cayuga Indians, as contained in the articles of agreement of July 27, 1795, etc., are declared to be ratified and confirmed and the State Treasurer was ordered to pay out of the State treasury annually " * * * the further sum of fifty dollars, for the use of the posterity of the Cayuga Chief, Fish Carrier, being the annuities to be paid to the said

tribes and the posterity of the Fish Carrier, respectively, and in lieu of all former annuities in conformity to the said articles * * * which said annuities shall be paid on the first day of June in every year, at the several places specified in the said articles and treaty for that purpose, at the expense of the State."

It is, however, urged by their counsel that the petitioners have a claim against the State for the full amount, for which the Canoga Reservation was sold by the State, with interest, upon the ground that the Indians with whom the treaty or agreement was made transferring the title to the State, were the "wards" of the State and the State could not legally make a profit upon the lands of its "wards" and also upon the ground that the treaty of 1795 with the Cayuga Indians and any subsequent agreement made with Fish Carrier or his posterity were in violation of the Indian Intercourse Act of Congress of 1793, and therefore void.

Without going into these questions in this report, further than to state that the petitioners are aliens, all residing in Canada and that there is considerable doubt whether they are the posterity of the original Cayuga Chief Fish Carrier, and to express my opinion that the State's purchase and sale of the land in question were constitutional and valid, and that the Indians were not in a legal sense the wards of the State, that the Indian Intercourse Act of Congress never applied to treaties made by this State with these Indians as to lands within the confines of this State (see section 13 of said Act of 1793; *Jones v. Meehan*, 175 U. S. 1; *Seneca Nation v. Christie*, 126 N. Y. 122); and that the petitioners have no legal or equitable claim against the State whatever, referring to my report in the matter of the claim of the Cayuga Nation of Indians for a fuller discussion thereof, I will rest my opinion that this petition should be denied, upon another ground; to wit, that section 13 of the Indian Law, under which this claim is filed, does not empower the Commissioners of the Land Office to hear and determine the issues raised by the petition. There are no funds in the State Treasury belonging to these Indians. (See *People ex rel. Cayuga Indians residing in Canada v. Board of Commissioners of the Land Office*, 99 N. Y. 648 and opinion of Danforth, J., therein, wherein it was distinctly held that the Land Board had no power to inquire into the validity or propriety of these treaties, nor annul or vary their

terms; neither have the Commissioners of the Land Office power to declare a debt against the State. Such questions alone rest with the Legislature. (See also opinion of Attorney-General John Cunneen to the Governor, under date of October 12, 1903, in the matter of the claim of the Stockbridge Tribe of Indians.) Chief Justice Waite, in *Choctaw Nation v. United States*, 119 U. S. 44 (1886) said:

“The United States may have taken advantage of the necessities of the Indians and exacted a hard bargain, but the bargain was made and both parties promptly carried it out. The Senate, under its powers, might take the hardship of this bargain into account and go behind the release, but in my judgment, we cannot.”

Respectfully submitted,

THOMAS CARMODY,
Attorney-General.

We approve of the above report.

JOHN J. KENNEDY, *Treasurer.*

J. A. BENSEL, *State Engineer and Surveyor.*

STATE OF NEW YORK.

ATTORNEY-GENERAL'S OFFICE,

ALBANY, *May 22, 1911.*

BEFORE THE COMMISSIONERS OF THE LAND OFFICE.

<p>In the Matter of the Memorial of the WESTERN BAND OF THE CAYUGA NATION OF INDIANS, claiming their share of whatever money may be awarded to the Cayuga Nation under the latter's claim filed under Chap. 255, Laws of 1909.</p>
--

To the Commissioners of the Land Office:

Gentlemen.—I have carefully considered the above entitled petition, which was referred to your honorable board on December 27, 1910, by Governor Horace White, to enable the above entitled

petitioners to have a forum, but without any opinion of the Governor as to the rights or equities of the claimants. This claim cannot be considered under chapter 255, Laws of 1909, which was passed expressly for the investigation of the claim of that portion of the Cayuga Nation resident in the State of New York. And as your Standing Committee has just reported advising a denial of the application of the New York Cayugas for relief, I recommend that this application be taken from the table and also denied.

Respectfully submitted,
THOMAS CARMODY,
Attorney-General.

STATE OF NEW YORK.

ATTORNEY-GENERAL'S OFFICE,
ALBANY, *May 22, 1911.*

BEFORE THE COMMISSIONERS OF THE LAND OFFICE.

In the Matter of the Application of EMMA ROEBUCK, widow and MARY H. TRAVIS and others, children of JOSEPH ROEBUCK, deceased, for release of certain lands in the former village of Maspeth, Queens county, which escheated to the State on the death of said Joseph Roebuck and of his brother James Roebuck and his sisters Alice and Mary Roebuck and Martha Hill.

To the Commissioners of the Land Office:

Gentlemen.—This is an application to the Land Board under the provisions of section 60 of the Public Lands Law for the release of certain escheated lands, consisting of eleven lots, numbers 1, 2, 3, 4, 8, 9, 10, 17, 18, 19 and 35 on map of property in the village of Maspeth, Queens county, formerly belonging to Joseph H. Van Mater, Jr., all of which are fully described in

the petition herein and in the abstract of title accompanying the same.

The petition herein by Emma Roebuck, Mary H. Travis and others, all British subjects, residents of England and New Zealand and being the widow and heirs at law of Joseph Roebuck, late of Manchester, England, and the numerous affidavits and documentary proofs submitted herewith, show as follows:

Lots 1, 2, 3 and 4: That Alice and Mary Roebuck acquired title by purchase in the year 1882 to said lots 1, 2, 3 and 4. Alice Roebuck died single and intestate in Queens county, February 15, 1888, seized of an undivided half part of said lots and on her decease her undivided one-half passed one-third thereof to her sister, Mary Roebuck (or Dawson), one-third thereof to her sister, Martha Hill, and the remaining one-third to her brother, Joseph, an alien, subject to the right of the State to procure by proper proceedings in the courts a forfeiture of his title for his failure to file his deposition with the Secretary of State, declaring his intention of becoming a United States citizen, pursuant to chapter 115, Laws of 1845, as amended by chapter 261, Laws of 1874, and chapter 38, Laws of 1875. (See *McCormack v. Coddington*, 184 N. Y. 473.) Thus Mary Roebuck had now four-sixths, Martha Hill one-sixth and Joseph Roebuck one-sixth of said lots 1, 2, 3 and 4. Mary Roebuck (or Dawson) died intestate April 1, 1893, in Brooklyn, leaving no issue and pursuant to chapter 207, Laws of 1893, which took effect March 24, 1893 (but was not retroactive. See *McCormack v. Coddington*, 184 N. Y. 477-8), her brother Joseph, though an alien, was expressly permitted to "inherit and hold, enjoy, convey, transmit and devise," as an heir of Mary, one-half of her share or one-third of the whole estate in lots 1, 2, 3 and 4, and the other one-half of Mary's share passed to her resident sister, Martha Hill. Thus now Martha Hill had three-sixths, Joseph one-sixth, subject to escheat proceedings as aforesaid and another two-sixths absolutely.

Joseph Roebuck died at Manchester, England, on March 3, 1896, and having failed to comply with the provisions of chapter 115, Laws of 1845, as amended, his one-sixth interest in said lots 1, 2, 3 and 4 derived by descent from his sister Alice, absolutely escheated to the State (see *McCormack v. Coddington*,

184 N. Y. 475), but as his death occurred prior to October 1, 1896, when the Real Property Law, chapter 547, Laws of 1896, repealing said chapter 115, Laws of 1845 and amendatory acts, took effect and also prior to the passage of chapter 593, Laws of 1897, which permitted alien heirs of citizens of Great Britain to inherit as though they were citizens, and while it is possible that the courts might hold that under chapter 207, Laws of 1893, Joseph Roebuck could transmit the interest he inherited from his sister Mary to his alien children, yet as this question has not, so far as I know, been definitely passed upon by the courts, I must take the position that this two-sixths interest in lots 1, 2, 3 and 4 also escheated to the State, making one-half in all of said four lots.

Martha Hill died at Brooklyn, N. Y., October 16, 1898, intestate and without living issue and by virtue of chapter 593, Laws of 1897, and of chapter 14, 33 Victoria, her one-half interest passed to the petitioners, the children of her deceased brother Joseph, her only heirs at law, notwithstanding their alienage, subject to the payment of her debts and funeral expenses.

Lots 8, 9, 10, 17, 18, 19 and 35.

As to the remaining lots Nos. 8, 9, 10, 17, 18, 19 and 35, James Roebuck died seized thereof intestate on October 3, 1883, at Newtown, Long Island, without issue, leaving his widow, Charlotte, entitled to dower therein and leaving as his only heirs his sisters Alice, Mary and Martha above-named, and his brother Joseph Roebuck, each of whom took one-fourth subject to the dower right of said widow, who subsequently released the same to said Alice, Mary and Martha, and thereafter said widow Charlotte died and the one-fourth share of Joseph being further subject to the rights of the State to institute escheat proceedings. On the subsequent death of Alice Roebuck in 1888, intestate, unmarried and without issue, the shares in said seven lots became divided as follows: One-third each to Mary, Martha and Joseph, subject to the right of the State to institute escheat proceedings as to Joseph's one-third.

On the death of Mary Roebuck or Dawson, intestate and without issue, April 1, 1893, the interests of the parties were as follows: Martha Hill, one-half; Joseph Roebuck, one-sixth absolutely and also another one-third subject as to said one-third to

the rights of the State. On the death of Joseph Roebuck in 1896, his entire undivided one-half escheated to the State, and on the subsequent death of Martha Hill in 1898, her one-half passed by virtue of the provisions of chapter 593, Laws of 1897, to her alien heirs, the children of her deceased brother Joseph, subject to the payment of her debts and funeral expenses. It appears that the estate of Martha Hill was found by the Surrogate of Kings county in 1901, to be not taxable under the Transfer Tax Law.

It also appears that the only persons having an interest in said premises are the petitioners Emma Roebuck, widow of Joseph Roebuck, deceased, who has released her dower interest, if any, and Mary H. Travis, John Bramhall Roebuck, George Roebuck, Herbert Roebuck, Arthur Roebuck, Walter Robert Roebuck and Alfred Roebuck, children of Joseph Roebuck, deceased, and also Priscilla Roebuck, infant daughter of Ernest Roebuck, a deceased son of Joseph Roebuck, deceased, which said Ernest Roebuck died at Manchester, England, February 11, 1904, intestate, leaving his widow Minnie Roebuck and Priscilla, his only child now surviving.

This application has been made in accordance with the statutes and rules of the Land Board governing such applications.

The value of the whole of the above described premises is stated to be \$4,650 and the state's interest therein sought to be released is about \$2,325.

Section 62 of the Public Lands Law provides that the Commissioners of the Land Office may in their discretion, if they deem it just to all persons interested, execute in the name of the State a conveyance on such terms and conditions as the commissioners deem just, releasing to such petitioners the interest of the State so acquired in such real property so sought to be released and that a conveyance so made to any such petitioner who is a child, or surviving widow of any such owner of any interest therein, immediately prior to the escheat, or the heirs at law of any such surviving widow, shall be without consideration, if the value thereof does not exceed \$10,000. This section further provides that the conveyance shall contain a brief recital of the determinations required to be made by the commissioners on the

hearing of the petition and of all the terms and conditions on which the conveyance is made.

Taxes are due and unpaid on said premises from the year 1899 to date, and any conveyance that may be ordered by your board should be expressly subject to the payment of all taxes now due and unpaid on said premises.

This matter has been thoroughly investigated by me and a large mass of documentary evidence and affidavits in support of the petitioners' claim accompanies the papers. A release, if directed, should be issued to the seven children and one grand-child of Joseph Roebuck, deceased, above-named.

Respectfully submitted,

THOMAS CARMODY,
Attorney-General.

STATE OF NEW YORK.

ATTORNEY-GENERAL'S OFFICE,

ALBANY, *May 25, 1911.*

BEFORE THE COMMISSIONERS OF THE LAND OFFICE.

<p>In the Matter of the Application of MATTIE C. REMICH, for letters patent to Lot 13, Oneida Purchase of 1826, Madison County.</p>	}
---	---

To the Commissioners of the Land Office:

Gentlemen.—The verified petition herein shows that at a meeting of the Land Board, held December 19, 1907, a resolution was duly adopted upon the petition of Charles E. and Mattie C. Remich, that letters patent issue to them jointly for Lot 13, Oneida Purchase of 1826, containing 78.03 acres and also for 50.36 acres in Lot 12 of said Purchase, upon their presenting the State Treasurer's receipt in full of the payment of the principal and interest upon the bonds given to the State therefor; that thereafter the bond of Lyman Goff upon Lot 12 was paid and that at a meeting of the Land Board, held January 30, 1908, a petition was presented by said Charles E. Remich, showing that he had conveyed all his right, title and interest to said Lot 12 to

said Mattie C. Remich, and praying that letters patent therefor issue to her alone, and a resolution was duly adopted accordingly. That said Charles E. Remich has also conveyed all his right, title and interest in and to said Lot 13 to said Mattie C. Remich and that she is now the owner thereof.

Accompanying the petition are an abstract of title, showing said ownership of Mattie C. Remich, and also the State Treasurer's receipt in full of payment of balance of principal and interest on the bond of Gardiner Avery, given upon the purchase by him of Lot 13 from the Surveyor-General in 1826.

I, therefore, have the honor to report that this application is made in accordance with the statutes and the rules and regulations of the Commissioners of the Land Office and that Mattie C. Remich appears to be entitled to Letters Patent for Lot 13 aforesaid, which your honorable board may order to be issued to her.

Respectfully submitted,

THOMAS CARMODY,

Attorney-General.

STATE OF NEW YORK.

ATTORNEY-GENERAL'S OFFICE,

ALBANY, *June 26, 1911.*

In re Application of N. Y. C. & H. R. R. R. Co. for grant of land under water in town of Cortlandt, Westchester Co.

Commissioners of the Land Office, Albany, N. Y.:

Gentlemen.— Mr. Leggett has handed to me petition addressed to you in the above entitled matter, together with Mr. Walker's letter to Mr. Hooper under date of June 21, 1911, and requested me to communicate to you the facts within my knowledge bearing upon the merits of the application.

The material facts, so far as known to me, are briefly as follows:

The land which the railroad company seeks title to is, as the petition states, situated in the town of Cortlandt, Westchester

county, N. Y., on the northerly side of and extending into Croton bay and to the east of and adjoining the land now owned and occupied by the tracks of the petitioner. In other words the embankment and tracks of the New York Central Railroad are situated between the Hudson river and the land now sought to be acquired. I am enclosing you report of R. G. Finch, Assistant State Engineer, under date of March 9, 1911, and photographs of the vicinity, from which it is made to appear that while the land, title to which is sought to be acquired, is land under water or land which was formerly under water, it is in fact low swamp land which is probably reached by the water only at high tide. In any event, it appears to be too shallow to permit of any navigation either at high or low tide.

In January last the New York Central & Hudson River Railroad Company instituted a proceeding to condemn the parcel referred to in the petition herein as parcel No. 1, together with a parcel adjoining it on the north and alleged to be upland.

The petition in the condemnation proceeding alleged that Catherine T. R. Mathews and others were the owners of the said upland parcel last mentioned but that the State of New York was the owner of the first mentioned parcel, constituting land under water. The defendants, Mathews et al., interposed an answer setting up a claim of ownership to this parcel under water as well as to the upland parcel and challenged the right of the railroad company to compel them to try out in the condemnation proceeding this disputed claim of title. The State interposed an answer asserting title to both parcels and challenged the railroad company's right under the statutes to maintain a condemnation proceeding as against the State to acquire title to land under navigable waters. The trial court has overruled all objections and the matter is now awaiting a trial of the issues.

On March 11, 1911, the railroad company obtained an order pursuant to the provisions of section 3379 of the Code permitting it to enter upon and take possession of the property pending the final order in the proceeding, upon depositing with the court the sum of \$9,378.00, and I understand that pursuant to this order it has taken possession of and made valuable improvements thereon.

Thereafter and before the trial of the issues was had the railroad

company, as I understand it, entered into an agreement with the defendants, Mathews et al., whereby they agreed to convey to the railroad company all their title and interest in and to the property sought to be condemned and release to it their rights as upland owners, on the payment to them of the sum of \$6,251.15, being at the rate of \$1,000 per acre, and accordingly the proceeding has been adjourned until September 1, 1911, with the understanding that the railroad company would apply to the Commissioners of the Land Office for a grant of parcel No. 1 and discontinue the condemnation proceeding in the event that such grant was made.

I note that in making this application, however, it asks for a grant of two parcels, parcel No. 1 being the same property described in the petition filed in the condemnation proceeding as parcel No. 1, and parcel No. 2 being an additional strip of land under water on the east of parcel No. 1, approximately 32 feet by 2138.4 feet, but it makes no application for a grant covering the parcel described in the condemnation as parcel No. 2, to which the State laid claim in the condemnation proceeding. The application appears to be in proper form and, personally, I can conceive of no objection to the grant being made, provided an adequate consideration is paid, although it may be that some suitable provision should be made for access from the waters of Croton bay to the Hudson river.

I am of the opinion, however, that the State holds title to all of the lands sought to be acquired in this proceeding, and that the individual claimants, from whom the railroad company is to take a deed, have no interest whatsoever therein, except as owners of the upland. I am inclosing a letter under date of March 4, 1911, from the Westchester & Bronx Title & Mortgage Guaranty Co., which was employed by the railroad company to examine and report upon this title, from which it appears that it has advised the railroad company to this effect, namely, that the individual claimants have no interest in the property.

Yours very truly,

THOMAS CARMODY,
Attorney-General.

By EDWARD J. MONE,
Deputy Attorney-General.

STATE OF NEW YORK.

ATTORNEY-GENERAL'S OFFICE,

ALBANY, *July* 17, 1911.

BEFORE THE COMMISSIONERS OF THE LAND OFFICE.

In the Matter of the Application of HARRY H.
RICHARDSON, for the Purchase of Leete or
Dutchmans Island in Oneida Lake, Oswego
County.

To the Commissioners of the Land Office:

Gentlemen.—The above entitled matter having been referred to me, I have the honor to report that, after a careful examination, I find that this land was patented by the State to Peletiah W. Leete, January 25, 1856 (see Book of Patents, page 79), where the land in question was described as Sly Island, in the town of Constantia, Oswego county, situated on the south side of Oneida lake and containing about four acres. A diagram of the land, submitted by Mr. Leete, in his application of 1856, shows that the island patented to him is identical with the island now applied for by Mr. Richardson.

I am unable to find any record that the State has since reacquired title to this property, and therefore am unable to say that the State has any interest in this property to sell.

On June 12, 1911, I wrote Mr. Richardson, conveying the above information, and have had no reply from him.

The application, in my opinion, should be denied.

Respectfully submitted,

THOMAS CARMODY,
Attorney-General.

STATE OF NEW YORK.

ATTORNEY-GENERAL'S OFFICE,

ALBANY, *July* 21, 1911.

BEFORE THE COMMISSIONERS OF THE LAND OFFICE.

In the Matter of the Petition of FRIEDA DUFFY,
for the release of a lot of land at Long Island
City, borough of Queens, New York, which
escheated on death of her husband James J.
Duffy, without heirs.

To the Commissioners of the Land Office:

Gentlemen.— The petition of Frieda Duffy and accompanying papers shows that one Peter Duffy, widower, conveyed to his son, James J. Duffy by deed, dated July 3, 1909, a lot of land, twenty-five feet in width on the south side of North William street, Long Island City and running back from the street seventy-five feet on each side; that on June 1, 1904, Peter Duffy acquired title by deed from John Bannon of another plot of ground in the rear of the above mentioned lot, thus making the whole lot twenty-five feet front and rear by about 119 feet deep; that Peter Duffy died intestate at Astoria, N. Y., seized of the last above mentioned plot on September 14, 1909, age 66 years, leaving no widow and James J. Duffy, his son, his only heir at law; that said James J. Duffy and the petitioner were duly married at the church of Our Lady of Mt. Carmel, Astoria, N. Y., on April 20, 1908, and that said James J. Duffy died intestate, seized of the whole of said premises, at Astoria, N. Y., on September 27, 1909, age 33 years, leaving his widow, the petitioner, herein and no heirs at law; that a correct description of the property whereof said James J. Duffy died seized is as follows:

All that certain piece or parcel of land situated in first ward of the borough of Queens (formerly known as the fifth ward of Long Island City) in the county of Queens, in the city and State of New York, bounded and described as follows:

Beginning at a point on the southerly side of North William street, distant one hundred and forty three feet and six-eighths of an inch westerly from the corner formed by the intersection of the southerly line of North William street with the westerly line of Van Alst avenue and running thence southerly and at right angles or nearly so, to North William street, one hundred and nineteen feet and eight inches; thence westerly and parallel or nearly so, with North William street twenty-five feet; thence northerly and again at right angles or nearly so, to North William street, one hundred and nineteen feet to the southerly side of said North William street and thence easterly and along the southerly side of North William street, twenty-five feet, to the point or place of beginning.

The petitioner and George B. Ruthman, a real estate broker of Long Island City, allege that the full and true value of the above described property is \$1,300. The petitioner resided on said premises at the time of verification of her petition and there does not appear to be any person other than the petitioner who has or can claim an interest therein.

The notice of this application was duly advertised in the *Long Island Weekly Star* for the required period and the provisions of the statutes and rules of the Land Board governing such applications have been fully complied with.

The statute provides that should your honorable board see fit to grant the prayer of the petition of this widow, the release shall be made without consideration.

Respectfully submitted,

THOMAS CARMODY,
Attorney-General.

STATE OF NEW YORK.

ATTORNEY-GENERAL'S OFFICE,

ALBANY, *July 22, 1911*

BEFORE THE COMMISSIONERS OF THE LAND OFFICE.

In the Matter of the Application of ROBERT
H. KNAPP for the release of lands in the
town of Malta, Saratoga county, which es-
cheated on the death of his wife Anna E.
Knapp without heirs.

To the Commissioners of the Land Office:

The above entitled matter having been referred to me for my examination, I have the honor to report thereon as follows:

The petition and accompanying papers show that the petitioner and his wife, from their joint earnings, purchased in April, 1890, in the name of the wife, Anna E. Knapp, a piece of land hereinafter described, in consideration of \$575, the greater part of which was paid for by the petitioner; that petitioner has ever since paid all taxes and insurance on said property and has paid for all repairs to the buildings thereon; that petitioner married said Anna E. Knapp in April 1876, and they lived together as husband and wife down to the time of her death on December 22, 1899; that said Anna E. Knapp died intestate, seized of said premises, leaving no heirs at law; that there is no other person than petitioner who has or claims an interest in these escheated lands; that the present value of said real estate is \$400; that said Anna E. Knapp left no other real property; that the petitioner is a farm laborer and has no property other than a small amount of household furniture and the moneys invested in the above described real estate.

Notice of this application was duly advertised in the *Ballston Daily Journal*, a newspaper published in Saratoga county, for the required period and the application is made in accordance with the provisions of the Public Lands Law and the rules and regulations of your honorable board.

The following is a description of the lands sought to be released:

"All that tract or parcel of land situate in the town of Malta, county of Saratoga, and State of New York, bounded and described as follows, viz: Bounded on the east by lands of Sarah Olmstead, and on the south by lands of Sam Corp; on the west by lands of Sam Corp and Legrand Bardin and on the north by lands of Mary J. Gailor and Legrand Bardin, and the highway leading from Maltaville to Mechanicville, and containing about four acres of land, more or less, and being the premises formerly owned and occupied by Sarah and Wealthy Dunn, and for a more particular description reference is had to a deed from Samuel A. Doughty to Sarah and Wealthy Dunn and a deed from Horace Stiles to Wealthy Dunn, but always reserving a strip of land two feet wide, the length of the Rosekrans wagon shop, sold to said Rosekrans."

Under the provisions of section 62 of the Public Lands Law, if a release shall be made to the petitioner, the husband of said Anna E. Knapp, it should be without consideration.

Respectfully submitted,

THOMAS CARMODY,
Attorney-General.

STATE OF NEW YORK.

ATTORNEY-GENERAL'S OFFICE,

ALBANY, *July 24, 1911.*

BEFORE THE COMMISSIONERS OF THE LAND OFFICE.

<p>In the Matter of the Application of PATRICK T. HICKIE for the release of certain lands in the borough of Brooklyn, New York city, which escheated on the death of Michael Mahoney, without heirs.</p>	}
--	---

To the Commissioners of the Land Office:

Gentlemen.—The petition of Mr. Hickie states that the name of the person who owned the property in question, situated on

Hall avenue, Brooklyn (East New York), immediately prior to the escheat was Michael Mahoney, now deceased; that Hickie derived his claim of title in 1896 to said lands through two tax sales, held in 1892, and also through a quit-claim deed, dated July 16, 1896, recorded October 10, 1905, made by one Michael Mahoney. Mr. Hickie submitted an abstract of title showing that Michael Mahoney purchased the lands in 1866 by deed duly recorded in Kings county register's office, and also that there is a mortgage of \$1,000 on said lots, made by Patrick T. Hickie and wife, to Fannie D. Woodhull, dated October 8, 1908, still open of record.

There was also submitted by Mr. Hickie's attorney the certificate of the Title Guarantee and Trust Company, showing, as a defect in Mr. Hickie's title, that the State of New York claims title to these premises by escheat on the death of Michael Mahoney and has so certified to the comptroller of the city of New York, and requiring a release of the State's interest before insuring title.

Mr. Hickie's application states further that Michael Mahoney, upon whose death without heirs the State claims title by escheat, purchased said land in 1866 for \$300, and that in July, 1896, he executed quit-claim deed, under which Hickie claims title, and he disputes the fact claimed by the State that Michael Mahoney, tailor, from whom the State claims title by escheat, died in October, 1887, but insists that said Mahoney was alive as late as 1905. Mr. Hickie presents corroborative affidavits by his son and daughters, George Arthur Hickie, Mrs. Mary E. Ladley and Mrs. Irene M. Carie, that they knew in 1896 the Michael Mahoney who executed said quit-claim deed, that he was a laborer and did repair jobs on said premises in 1896, in which year their father was agent in caring for said property for Newbury H. Frost, the grantee named in the tax deeds of 1895, and that they have not seen said Mahoney since 1897, and do not know whether he is dead or alive. The petitioner also claims that he resided on said premises from 1896 to 1899 and that one of his married daughters has since resided thereon, and that he has expended about \$3,000 in repairs on said premises.

An investigation by me of the records of the State Comptroller's office disclosed the fact that the first information the State had

of the escheat was through a letter from Charles A. Webber, Esq., attorney, Court street, Brooklyn, dated November 2, 1892 (four years before the date of the quit-claim deed from Michael Mahoney, under which petitioner claims), which letter reads as follows:

“ I wish to call your attention to some property which, I believe, has escheated to the State.

The property consists of lots 37 and 38, block 575, Twenty-sixth ward, city of Brooklyn, and they are assessed at a valuation of \$150 each.

The property was sold to one Michael Mahoney in 1866. He died some years ago, leaving no heirs. Some time after, on behalf of his widow, I was about to make application for a release by the State of the land to her. Before I had done anything she also died, leaving no near relatives.

I see now the property is to be sold for taxes on Nov. 9th, and thought it my duty to inform you.”

Upon receipt of this letter, Deputy Comptroller Calvin J. Huson, on November 11, 1892, employed Edward Hassett, Esq., an attorney, then having an office at 38 Park Row, New York, to investigate and report the facts. On January 17, 1893, Mr. Hassett reported to the State Comptroller that Michael Mahoney died at the Long Island College Hospital on October 16, 1887, seized of said premises, leaving his widow, Mary, and no heirs-at-law; that the widow, Mary Mahoney, died September 21, 1888; that the property has been sold for taxes in 1892, and that the property has escheated to the State. Accordingly, the State Comptroller ordered that said premises be placed upon the State land list, and the city authorities were communicated with and notified that said property was State land and exempt from taxation.

I have recently caused a re-examination of the facts to be made, and have also examined the records of the Bureau of Arrears of Taxes, borough of Brooklyn, and learn that Michael Mahoney, who purchased said property in 1866, died in the year 1887, leaving a widow, Mary, and no known heirs; that his widow, Mary, died in 1888; also that the tax sales of 1892 were for

unpaid taxes for the years 1888, 1889 and 1890, all levied against the property since it escheated to the State, and when said land was exempt from taxation.

Hence Mr. Hickie's tax title is absolutely void, and as the Michael Mahoney, who executed the quit-claim deed in 1896, under which Mr. Hickie claims, must have been a stranger to the title, as the Michael Mahoney, the real owner, died in 1887, Mr. Hickie is not a person entitled by the Public Lands Law to apply to the Land Board for a release of these escheated lands. The land is unquestionably State land, and can only be sold by the Land Board at public auction to the highest bidder. Mr. Hickie's application should be denied.

Respectfully submitted,

THOMAS CARMODY,
Attorney-General.

STATE OF NEW YORK.

ATTORNEY-GENERAL'S OFFICE,

ALBANY, *July 26, 1911.*

BEFORE THE COMMISSIONERS OF THE LAND OFFICE.

In the Matter of the Application of HARRY
MINTZ for the release of lands in the borough
of the Bronx, New York city, which
escheated upon the death of John Hall, in
1861.

To the Commissioners of the Land Office:

Gentlemen.—This application is made for the release of a plot of land, 100 feet square, lying on the west side of Cambrelling avenue, south of One Hundred and Eighty-seventh street, in the city of New York, which escheated to the State upon the death of John Hall, without heirs capable of inheriting the same. John Hall purchased said property in 1852 from Darius Lyon and wife, by deed recorded December 10, 1852, in Westchester

county register's office. The records of the New York Surrogate's office show that on April 13, 1861, letters of administration upon the estate of one John Hall, late of New York city, deceased, were granted to the public administrator, and that in the petition of said public administrator to the surrogate of New York county for an accounting, verified April 24, 1862, he stated that the decedent left a father, William Hall, residing in Beacon street, Litchfield, England, unrepresented by attorney, while the decree of the said surrogate, made October 31, 1862, stated that "it appearing that there are no known next of kin of the said deceased, it is ordered that said sum" (a balance of \$521.44 of the decedent's personal estate, after payment of debts and expenses of administration) "be paid into the city treasury as an unclaimed balance."

The petitioner herein claims the right to apply to your honorable board for a release of these escheated lands through a deed from Phœbe Ann Lea, of Birmingham, England, dated July 16, 1901, who was one of the children of Thomas Hall, late of Litchfield, England, who died January 30, 1880, intestate as to this real estate, and who had, beside his daughter, Mrs. Lea, a daughter, Rose Hall, who died October 25, 1897, unmarried, a daughter, Frances Elizabeth Vernon, who died April 2, 1887, leaving two children, viz: Susan Elizabeth Vernon and Rose, wife of William Holland, both still residing in Cardiff, Wales; another daughter, Mary Ann, who died September 6, 1849, in England; also a son, Henry Arthur Hall, born July 1, 1812, and who came to the United States in 1833, and is claimed by the petitioner to be identical with John Hall, upon whose death, without citizen heirs, the property in question escheated to the State.

The petitioner claims that after Henry Arthur Hall came to America, he, for some unaccountable reason, assumed the name of John Hall. He has submitted a family record of Thomas Hall and his children, which his attorney, G. A. Moses, received through Philip Hathaway, from English solicitors in 1906, after he had begun investigations in England, as early as 1901, for the heirs of John Hall. This family record states that Henry Arthur Hall, alias John, died at New York, March 8, 1861, which corresponds with the date of death of John Hall, but no evidence was given otherwise than by this record of the date of

Henry Arthur Hall's death, or of the place of his death; nor is it shown that this record was Henry Arthur's death was not taken wholly from statements made by the petitioner's counsel in his communications with these English claimants; in fact, the fair inference is that such record was so prepared, since Mr. Philip Hathaway, a former English lawyer, testified that he first heard of this matter through Mr. Moses; that Mr. Moses came to him and asked him to assist him in a search for heirship in England, and that at this witness' suggestion the matter was placed in the hands of Russell & Son, solicitors, of Litchfield, England, from whom the family record in question was subsequently received. Mr. Hathaway says he asked these solicitors to make the necessary investigations, and get up a pedigree and claim, giving them all the information that was communicated to him by Mr. Moses, and that they then supplied him with the necessary pedigree, being the family record in question, with authority, from the claimants, to prosecute their claims in this country.

No other evidence has been offered to attempt to identify Henry Arthur Hall, the son of Thomas Hall, of Litchfield, England, with John Hall, the alleged son of William Hall, of Litchfield, than the above so-called family record and the testimony of Mr. Hathaway that, while he was satisfied of the identity of those two men after a thorough investigation by him, the evidence by which he had arrived at the conclusion had passed from his memory. No attempt whatever has been made to show that Thomas Hall, the father of Henry Arthur and William, the father of John, were identical.

The petitioner has also failed to procure a deed or assignment of the rights of Susan Elizabeth Vernon and Rose Holland, whose rights are certainly as clearly established as those of Mrs. Lea, from whom he took a deed. Indeed, the petitioner submits a letter from H. Russell & Son, the Litchfield solicitors, to G. Arnold Moses, his attorney, dated June 25, 1908, in which it is stated that Miss Vernon and Mrs. Holland demand that \$400 be paid them with their solicitors costs of \$50 before they will execute an assignment.

The property in question, which is described as lot No. 60, on a map entitled "Map of Belmont village, in the town of West Farms, Westchester county, N. Y.," made by Andrew Findlay,

surveyor, dated Westchester, December 27, 1851, and filed in the office of the register of Westchester county, was leased for 1,000 years by the treasurer of Westchester county to August Bachtler, by lease dated February 4, 1863, recorded October 2, 1863, under a tax sale held in January, 1862, for \$9.43 unpaid taxes of the years 1857 to 1860 inclusive, and one Louis Klopfer and Mina, his wife, are now in the actual possession of said premises by mesne conveyances from said lessee. The land is enclosed by fences, but is otherwise unimproved. The petitioner states that the Klopfers have paid taxes thereon down to the year 1902, and are now willing to accept \$1,500 in full for all their rights in said property.

The tax search herein shows unpaid taxes for 1903 to 1910 inclusive, aggregating \$764.49, exclusive of interest, which are not liens upon the interest of the State, but are liens upon the interest of the Klopfers under their tax lease, and also large arrearage for local assessments levied at various times, from 1903 to date, aggregating, without interest, \$3,658.99, and that said property is now advertised to be sold on September 11, 1911, for certain unpaid local assessments. These local assessments, if properly levied, are liens upon the interest of the State, but the State's interest cannot be sold thereunder.

I have caused a recent appraisal of the property to be made by Peter S. O'Hara & Bro., prominent real estate brokers in that part of the Bronx, and they appraise the value of the lots at \$14,000, which Mr. Robert P. Beyer, one of my New York deputies, considers, from his own knowledge of property values in that locality, to be correct.

I do not think the applicant has established his right to a release of these escheated lands, and I would recommend that the State Engineer and Surveyor be directed to advertise and sell said lands at public auction, to the highest bidder, at an upset price to be determined by your honorable board, which will give the applicant and all parties in interest an opportunity to purchase the State's title therein.

Very truly yours,

THOMAS CARMODY,
Attorney-General.

STATE OF NEW YORK.

ATTORNEY-GENERAL'S OFFICE,

ALBANY, *July* 26, 1911.

BEFORE THE COMMISSIONERS OF THE LAND OFFICE.

Petition of the AMERICAN FELDSPAR AND MINING COMPANY for permission to work a feldspar mine on Sub. H of lot 2, in Great Lot 6, twenty-fourth allotment, Kayaderosseras Patent, in town of Corinth, Saratoga county.

Petition of EMPIRE STATE ASBESTOS COMPANY for permission to work an asbestos mine on lot 23 in Gore, between Dartmouth Patent and Township No. 11, Totten & Crossfield's purchase, in town of Johnsburg, Warren county.

To the Commissioners of the Land Office:

Gentlemen.—The lands described in both the above applications are in the Forest Preserve, having been acquired by the State at tax sales in 1890 and 1895.

The provisions of the Public Lands Law authorizing your honorable board to grant permission to corporations and individuals to enter upon and work mines upon State lands were enacted prior to the adoption of section 7 of article VII. of the present State constitution, which latter provides that "the lands of the State, now owned or hereafter acquired, constituting the forest preserve as now fixed by law, shall be forever kept as wild forest lands, etc.," and such constitutional provision clearly abrogates and nullifies the authority of the Land Board to grant permission to work mines on such lands of the State as are in the Forest Preserve.

This conclusion was arrived at by my predecessor, Hon. John Cunneen, in two opinions to the Commissioners of the Land Office, dated November 19, 1903, and Hon. William S. Jackson, in a similar opinion, dated October 18, 1907.

For this reason the above application should be denied.

Respectfully submitted,

THOMAS CARMODY,
Attorney-General.

STATE OF NEW YORK.

ATTORNEY-GENERAL'S OFFICE,

ALBANY, *September 1, 1911.*

To the Commissioners of the Land Office:

Gentlemen.—I have the honor to report the following applications to your honorable board, which were referred to the Attorney-General for examination. Most of these matters are old cases which remained unreported on by my predecessors in office.

1. Oswego Falls Pulp and Paper Co. Application for letters patent to lot 13, Oswego Falls Reservation. Filed December 1, 1909. This land was sold in 1828 to one Volckert P. Douw for Duncan McLeod by the Surveyor-General for \$150. McLeod paid \$28 down and gave his bond to the State for balance, which bond he paid in full in 1831, but neglected to procure letters patent to which he was then entitled upon production of the Surveyor-General's certificate of sale, with treasurer's receipt of whole of purchase money. The applicant claims to have succeeded to all the equitable rights of said purchaser, but is unable to produce the certificate of sale nor proper assignment thereof to it. The abstract of title and other papers, accompanying the application show that Duncan McLeod, the purchaser, died intestate January 1, 1834, leaving his father, Donald McLeod, his only heir-at-law; that Donald McLeod died June 23, 1834, leaving a will dated April 22, 1834, whereby he devised his residuary estate, including his equitable interest herein, to his son Robert, his daughters Nancy McLaughlin and Margery McLeod, and his granddaughter

Eliza Menzie in various proportions. The applicant is only able to show that he has acquired the undivided interests of two of said four devisees. There are other breaks in the chain of title from the two devisees who did convey. The applicant's treasurer, Mr. Charles W. Tooke, of Fulton, N. Y., was promptly informed that his proofs were insufficient under the statute to entitle the applicant to the letters patent applied for, and he was requested to furnish additional proofs which, however, have never been furnished.

2. Susan S. Winaus and others. On April 13, 1908, letters patent to a parcel of land under waters of the East river at Long Island City, Queens county, were granted to these applicants. In September, 1909, DeGrove & Riker, attorneys for said patentees, 145 Nassau street, New York, communicated with the Land Board and stated that on a part of the lands under water so patented, were certain unpaid taxes and assessments amounting to upward of \$2,300, imposed prior to the date of said letters patent; that they had made application for the cancellation thereof which was denied, and asking that steps should be taken by the Land Board for such cancellation. This matter was referred to the Attorney-General in December, 1909, who wrote these attorneys that State lands were exempt from taxation, and requesting extracts of assessment maps and other data to show that the assessments in question were attempted to be placed upon lands under water belonging to the State, and also to furnish copies of the applicant's recent application for the cancellation of such taxes and of the order of denial and promising attention on receipt of such data. No reply to this letter was received, and nothing further has been heard in the matter.

3. Western N. Y. & Penn. R. R. Co. Application filed February, 1906, for exchange of lands at Mount Morris, Livingston county, with those of Craig Colony for Epileptics, under chapter 358, Laws of 1900. This matter had been informally presented to Attorney-General Cunneen in 1904 by the attorney for the railroad company, who was advised to submit an abstract of title of its lands and a proposed deed to the State. On April 29, 1908, Attorney-General Jackson reported to the Land Board (Land Board Minutes, 1908, p. 102) that an abstract of title had only

recently been furnished and that he had been unable to examine the same for lack of a copy of map described in the legislative act empowering, but not directing, the Land Board to make the exchange. A copy of the map desired was subsequently furnished, and an examination of the railroad company's abstract of title failed to show that said company had a marketable title to the lands offered to the State in exchange for the Craig Colony lands. Although the applicant's attorneys were requested to show a more complete abstract, no steps have thus far been taken by them to satisfy the Attorney-General as to their title. On March 7, 1911, I wrote Frank Rumsey, solicitor for the railroad company, at Buffalo, N. Y., explaining in detail the apparent defects in their title and returned to him the abstract for correction. On May 2d, having had no reply to said letters, I again wrote Mr. Rumsey, requesting his answer, and on May 23d received a letter from him, stating that the matter is receiving attention and that he expected within a short time to satisfy me as to the title going to the State. I have had no further advices from him, and the abstract of title has not yet been returned.

4. Elizabeth Whittingham. Application filed December, 1908, for a grant of land under waters of Long Island Sound, surrounding Huckleberry Island, near New Rochelle, Westchester county; Eastman & Eastman, 277 Broadway, New York, attorneys. Huckleberry Island, alleged to belong to the applicant, is a small barren, wholly unimproved islet and not actually occupied by anyone and, therefore, incapable of adverse possession. The applicant's abstract of title fails to show a sufficient title to warrant the board in assuming that applicant is sole owner of the upland adjacent to lands under water applied for. Considerable correspondence was had in winter of 1908 and 1909 with applicant's attorneys in regard to incompleteness of abstract of title, but no further steps since April, 1909, to satisfy the Attorney-General that applicant is the owner of the island, have been taken by them.

5. Petition of Charles Burmaster and others, residents of Chautauqua county. Filed June 21, 1910, by Samuel P. Fox, attorney, Dunkirk, complaining that sand and gravel from lands alleged to belong to the State fronting on Lake Erie have been carried

away by persons whose names are not given, threatening the inundation of private lands protected by the barrier aforesaid and requesting an investigation. The land in question is at or near the mouth of Cattaraugus creek, at Irving, N. Y., the dividing line between Erie and Chautauqua counties. No action appears to have been taken in this matter. On June 29, 1911, your honorable board designated Mr. George C. Riley, of Buffalo, an agent to prosecute trespassers upon certain State lands in the Niagara river, his compensation to be paid out of the recovery and to be fixed from time to time by this board. This appears to be a similar matter and might properly be referred to an agent for investigation as to question of State's title, and to ascertain facts as to the alleged trespasses and the names of the trespassers.

6. Application by the Commissioner of Education for release for construction of a highway of a strip of land belonging to the State Normal school site at New Paltz. Filed July 2, 1908. This application is made under chapter 331, Laws of 1908, which provides that before the Land Board can act a certain portion of the old Plattekill road, extending across the school site, shall be legally abandoned and the title thereto conveyed to the State. On August 27, 1908, the Attorney-General advised the Commissioner of Education in writing, containing full advice to be followed in the proposed abandonment of the old highway, and for the conveyance of same to the State, but no reply has been received from the commissioner, and I am unable to certify that the Land Board have any power to act in the absence of evidence of such legal abandonment of the old highway and of the conveyance thereof to the State.

7. Application of Ada M. Smith, formerly Cameron, and the Somerville Realty Company for a confirmatory water grant of 21.82 acres of land under the waters of Gravesend Bay, Coney Island, Kings county, which were granted to said Ada M. Smith June 23, 1908. for restricted beneficial enjoyment. This application, filed March, 1910, represents that after Mrs. Smith had presented her original application, and before she obtained said water grant, she had conveyed to the Somerville Realty Company all her right, title and interest in the lands therein mentioned and in the adjacent uplands, and that when said patent was subse-

quently issued to her, the Somerville Realty Company, and not herself, was the owner of the adjacent uplands. The petitioners thereby ask that the title to the lands under water, granted by these defective letters patent, be confirmed by a new grant to the Somerville Realty Company. They present the original deed of said uplands by Ada M. Smith to the Somerville Realty Company, dated February 18, 1907, recorded Kings county clerk's office, May 11, 1907, and also an unrecorded deed from Ada M. Smith to said realty company, dated June 23, 1908, of the lands under water in question. They have since presented a certified copy of the letters patent of June 23, 1908, from the record thereof in the Kings county register's office, and claim that they are unable to find the original which, it was suggested by Attorney-General O'Malley, should be surrendered for cancellation.

Section 11 of the Public Lands Law provides that whenever a sale is lawfully made, or directed to be made by the Commissioners of the Land Office, including a sale of land under water, if, at the time of the adoption of the resolution to make the grant, the necessary jurisdictional facts existed to authorize the grant, and, by reason of accidental omission or manifest error, the patent is not actually issued, or has been issued to the applicant deficient or manifestly erroneous in description or otherwise, the Commissioners may in their discretion, and on such terms as seem to them proper, cause to be issued to such applicant, or to persons deriving claim or title from him subsequently to the passage of such resolution, a release or confirmatory grant of such lands or any parts thereof, which release or confirmatory grant shall vest in the grantee therein named such right and estate, to the extent of the right and title of the State in such lands, or parts thereof, as is therein named.

8. Complaint by H. A. Jaggard, superintendent of the Northern Central Railway Company, Elmira, N. Y., dated July 25, 1908, that one Joseph Jones was maintaining an unsightly boathouse on land under water of Lake Ontario, at Sodus Bay, Wayne county, in front of said railroad company's uplands used as a summer excursion ground. The matter was referred to the State Engineer and Surveyor, who, after some investigation, referred it, on May 1, 1909, to Attorney-General O'Malley, who took no action. No

further communication from the railway company has been received. It is therefore possible that the annoyance to them no longer exists.

9. Informal complaint by Sea Cliff Grove and Metropolitan Camp Ground Association, owners of certain uplands on east side of Hempstead Harbor, in town of Oyster Bay, Nassau county, by Frank L. Hall, attorney, 30 Broad street, New York, filed May 11, 1910, that one Charles Wenck, the Phoenix Construction Company and the Oakland Steamboat Company were engaged in driving piles on ungranted lands under water nearly adjacent to complainant's uplands for the ostensible purpose of constructing a dock near the complainant's dock.

There appears to exist a question as to the title of the lands under water in Hempstead Harbor, the town of North Hempstead claiming the same under ancient Colonial charters.

No action has been taken in this matter, for the reason that it does not affirmatively appear that the erection of the new dock was not made at the instance of owners of adjacent uplands, who, under the recent decisions of the courts, would be authorized to erect docks, not interfering with navigation, in front of their uplands without procuring a grant from this board.

10. Report of S. J. Westfall, loan commissioner of Cayuga county, in February, 1910, that certain contractors for building a State highway in the town of Sterling, Cayuga county, had removed common field surface stones from certain loan mortgage property without authority. The matter was referred to the Attorney-General, April, 1910, who communicated with the loan commissioner and, on April 27, 1910, the latter reported that he understood that said contractors drew off 300 to 500 loads of such stones, worth about ten cents per load, and that the removal of the stones was probably a benefit to the land, making it easier to till. Nothing further was done in the matter.

11. Report of F. R. Keough, Blossvale, N. Y., of trespass on loan mortgage land in town of Annsville, Oneida county, by drawing of two carloads of sand by one W. E. Gifford, March, 1910. It appears that there are no buildings on these State lands. These lands were at one time considered a part of the Forest Preserve (see Forest, Fish and Game Commission Report for 1909, p. 12),

but after the matter was referred, in December, 1910, to the former Deputy Attorney-General in charge of prosecutions for trespass upon lands of the State in the Forest Preserve, Deputy W. S. MacDonald replied that more detailed information as to whether these were "wild lands" over which his commission would have jurisdiction was necessary, but that he believed the same to be not wild land. In view of this question of conflict of authority no further steps have been taken by the Attorney-General.

12. Report by C. R. Pettis, Superintendent State Forest, of Forest, Fish and Game Commission, dated December 3, 1910, of alleged trespasses by Charles W. Anable, Jr., Peter Harris and others upon loan mortgage property, in lot 4, Benson tract, Hamilton county, under claim of adverse title. The matter was referred to former Deputy Attorney-General W. S. MacDonald, in charge of prosecution for trespasses upon the Forest Preserve, who reported, on December 28, 1910, that the Forest, Fish and Game Commission have apparently no jurisdiction over these lands, although the same is in a Forest Preserve county. No further action has been taken.

13. Petition of W. G. Humphrey and others, citizens of Buffalo, to annul letters patent to lands under water of Niagara river, in Eighteenth ward, city of Buffalo, granted December 6, 1906, to Victoria Handel and others, upon the ground that, at the time said grant was made, the patentees were not adjacent upland owners. This was referred to the Attorney-General, who alone has power, under the provisions of the Code of Civil Procedure, to set aside letters patent, on December 20, 1910. Early in January, I wrote Messrs. Tabor & Wilkie, of Buffalo, the attorneys for the petitioners, to bring the matter on for hearing before me, upon notice to the patentees. No reply was received and I again wrote them on May 2d to the same effect, but up to the present time the matter has not been presented at a hearing in accordance with the rules of practice of my department in such cases.

In July, 1911, I received a letter from Robert F. Schelling, attorney for the Handel estate, addressed to State Treasurer Kennedy, stating that the patentees would like an extension of time within which to comply with the conditions of said water grant,

and promptly replied enclosing blank petition for such extension and copy of Land Board rules thereon, and advised Mr. Schelling that the period of five years within which improvements were required by said grant to be made would not expire till December 6, 1911. As that time is so near at hand, and no effort has been made by the petitioners to bring the facts before me, in accordance with my department rules, this matter should properly be laid upon the table.

14. Application of Michael C. McDavitt for release of lands in Broome county, which escheated to State on death of Daniel Haffie, September 7, 1866, leaving no heirs-at-law. Dennis E. Keefe, attorney, Binghamton. Application filed May 1, 1905. The petitioner asks for a release upon the ground that he is a creditor of Sarah Haffie, the widow of Daniel Haffie, who survived her husband and died August 19, 1901. In his original petition of April 26, 1905, he also claims to be a nephew of Sarah Haffie, but this allegation is omitted in his amended petition of June 2, 1905, wherein it is alleged that Sarah Haffie died without heirs. None of the corroborative affidavits contain any allegations tending to disclose any relationship between the petitioner and Daniel Haffie's widow, and he apparently rests his entire claim on being a creditor of the widow. No abstract of title was furnished, as required by the Land Board rules, and, as a creditor of the widow, his claim upon this property ceased at her death when her dower right expired, and, under the provisions of the Public Lands Law, the petitioner does not appear to be a person entitled to the release sought.

15. Application of Michael Watters and others, all residing in Great Britain, for release of lands known as No. 1240 Third avenue, Brooklyn, valued at \$6,000, subject to mortgage of \$1,500, which escheated on the death of Henry Fleming, March 7, 1900. Whalen & Dunn 206 Broadway, New York, attorneys. Application filed May 18, 1906. The petitioners claim to be nephews and nieces of the decedent. This matter was investigated, and, on April 27, 1908, Attorney-General Jackson wrote the petitioners' attorneys that they had failed to furnish an abstract of title required by Land Board rule, that the report of John A. Foley, referee in the matter of judicial settlement of the account of

William M. Hoes, public administrator and administrator of Henry Fleming, deceased, dated March 25, 1904, showed that at the time of the filing of the public administrator's account, on September 15, 1902, the petitioners herein, then claiming to be next of kin of the decedent, have failed to submit to the administrator any proof of their relationship to decedent; that the matter was referred to the referee by the surrogate of New York county on November 22, 1902, to determine who were the next of kin; that the first hearing before said referee was held December 29, 1902, where Whalen & Dunn appeared on behalf of the present petitioners; that the reference was adjourned many times to enable said attorneys opportunity to offer proof of relationship; that the last adjournment was on November 18, 1903, and no other hearing was had until March 18, 1904; that at the last mentioned date said attorneys were still unprepared to offer any proof, and were not able to fix upon any definite date within a reasonable time to do so, and, consequently, said referee reported, after some discussion with the attorney for the public administrator and the attorneys for the claimants, that he determined it was best to close the reference and to recommend that the balance of the personal estate of said decedent, after payment of debts and expenses, be paid to the comptroller of the city of New York, to be held by him for the benefit of such persons as may establish a claim thereto, and said referee found, as a conclusion of law, that the persons claiming to be next of kin, represented by Whalen & Dunn, failed to submit any evidence of their relationship to the decedent. Under a decree of the surrogate, dated August 10, 1904, the sum of \$477.57 was deposited with the city comptroller on August 24, 1904, and that no application had ever been made on behalf of any claimants to said fund. Mr. Jackson then stated to Messrs. Whalen & Dunn, that in view of the fact that there is absolutely no proof whatever that the petitioners are in any way related to Henry Fleming, the decedent, other than as stated in the petition, which was verified by Mr. John Whalen, their attorney, upon information and belief, he did not see his way clear to report to the Land Board until the relationship of the petitioners was established by common-law proof. Whalen & Dunn replied on April 29, 1908, that they believed that in some subsequent proceeding

proof of heirship had been made, and they would look it up and submit details later. This matter was reported on to the Land Board by Attorney-General Jackson, April 30, 1908, and, at his request was rereferred to him for further examination. (See Land Board Minutes, 1908, p. 105). Since then no additional proof has been received from said attorneys.

16. Application of Henry C. Gipson for the release of a lot of land at Lawrence, Nassau county, valued at about \$1,800, which escheated on the death of William Smith, a resident alien, November, 1871, leaving no heirs residing in this country. George W. Foren, attorney, Far Rockaway. Application filed February 11, 1907. It is claimed that William Smith left two alien sons in England, both of whom subsequently died there, leaving children, and that the petitioner, having made a search for the issue of said decedent, found and procured deeds of the undivided interests of certain persons in England and New Zealand, answering the description of heirs of decedent. Attorney-General Jackson reported to the Land Board in this matter on April 30, 1908, that no proof had been submitted to him that the applicant had secured conveyances of all the heirs of William Smith; that the only proof whatever in the matter was an affidavit made by one of the alleged heirs of William Smith, sworn to in England and outside of the jurisdiction of our courts for punishment for perjury, and that the matter required further investigation. It appears further, that James A. P. Vanderwater, of Cedarhurst, Nassau county, claims an undivided one-fourth interest; that there is an old mortgage of \$84, made in 1858, still a lien on said property, and also various unpaid taxes due the town of Hempstead. I am informed that the applicant's attorney was requested to furnish common-law proof of the heirship, which has not been done.

17. Application of Charlotte Nass, for release of two lots of land at Hollis, Queens county, which, it is claimed, escheated on death of Ole Nass, January 25, 1896. William R. Murphy, attorney, 189 Montague street, Brooklyn. Application filed May 11, 1907. The petitioner alleges that she is the widow of said decedent and that he left no heirs except a sister, a citizen of Norway. Attorney-General Jackson reported to the Land Board, April 30, 1908, that he had requested attorney for applicant to

establish the fact of marriage between petitioner and decedent and also an extract from the Norwegian laws, upon the question whether an American may inherit land in Norway.

Attorney-General O'Malley wrote applicant's attorney that at time of decedent's death, chapter 115, Laws of 1845, as amended by chapter 261, Laws of 1874, and chapter 38, Laws of 1875, was in force, not having been repealed until October 1, 1896, after decedent's death, which provided that if any resident alien or naturalized or native citizen who had purchased real estate in this State should die leaving alien female heirs, such alien female heirs should be capable of taking and holding as heirs of such deceased person as though they were United States citizens, the lands owned by such decedent at the time of his death; that the county clerk's search showed that Ole Nass purchased said premises in 1892, and that, therefore, in his opinion, there was no escheat, and that Sophie, the sister of Ole Nass living in Norway, had a good title to said property, and that if applicant will procure the deed of her sister-in-law, which the papers accompanying petition shows she is willing to release, the petitioner may procure a good title. No reply has been received to this letter and very probably the advice of Attorney-General O'Malley has been followed. In any event, this board has no jurisdiction, there having been no escheat. The application should be denied.

18. Application of Tobie Beer and others for release of 61 Kelly street, Rochester, which, it is claimed, escheated upon death of Juda Beer, in 1902. Louis E. Lazarus, Rochester, attorney. Application filed July 30, 1908. This case is somewhat similar to the last above named. The petitioners are the widow and children of the decedent. Although the decedent died a resident alien, having only declared his intention to become a citizen, his widow took a dower right and his children, all residing in Rochester, took the fee title of said property on his death by force of chapter 115 of the Laws of 1845, as amended and in force at time of decedent's death. The applicant's attorney was advised that there was no escheat, and that the Land Board had no jurisdiction in the matter.

19. Application of Isaac N. Hebbard for release of lot 25 on map of upper Morrisania, borough of Bronx, New York, which, it is claimed, escheated upon death in 1889, in London, England,

of James Fraser Paul, who purchased said lot in 1849. Application filed May 26, 1909. Benjamin F. Gerding, attorney, 1901 Bathgate avenue, New York city. The petitioner alleges that he has no means of ascertaining whether decedent was a citizen; that by his will which was probated in England, the decedent devised to his wife Jane any property belonging to him in the United States, and that petitioner's grantor acquired all the right, title and interest of Jane Paul, the widow, in said premises by deed dated October 31, 1891.

On November 23, 1909, Attorney-General O'Malley wrote the petitioner's attorney, calling attention to failure to comply with Land Board rules in several important particulars, and also requesting proof of identity of this decedent with the testator in England, and also as to decedent's citizenship or alienage; also to allegation of petition showing that one Williams, in 1852, went into possession of premises claiming under deed from Paul and conveyed in 1855 to Thomas Brown, which would seem to disprove any escheat from Paul, even if he were an alien, and that search shows that Thomas Brown acquired title by tax lease in 1863. Mr. Gerding replied to said letter November 30, 1909, promising proofs requested, but from that time to the present no further communication has been received from him. It is very doubtful whether an escheat occurred in this case.

20. Application of Mary Horrigan for release of a small farm in town of Deerpark, Orange county, which, it is claimed, escheated upon the death of Dennis Tracy, November 12, 1886. William P. Gregg, attorney, Port Jervis. Application filed August 22, 1908. On October 1, 1909, Attorney-General O'Malley wrote Mr. Gregg of various inaccuracies in the petition and corroborative affidavits, and that the papers were in such defective shape that he was unable to make a proper report thereon; that even if the petitioner was entitled to a release of part interests in this estate, she clearly was not entitled to a release of the interests of her brothers and sisters, equally so entitled; that the Land Board could not well single out one or two of the heirs and grant releases of the whole estate to them, ignoring the rights of the others.

On November 9, 1909, Mr. Gregg submitted the affidavits of two of the many heirs-at-law of decedent, expressing their will-

ingness that the State release their interests herein to Mary Horgan and Michael Lynch, but there are other alleged heirs and the papers are still too defective to enable me to render a complete and proper report.

21. Application of Michael O'Donoghue for release of a plot of land at Glendale, Queens county, which, it is claimed, escheated upon the death of Bridget O'Donoghue, on December 24, 1905. Braddin Hamilton, attorney, 61 East Fifty-fifth street, New York. Application filed May 16, 1910. On May 24, 1910, Attorney-General O'Malley wrote attorney for applicant that the petition did not conform in several particulars to Land Board rules, a copy of which was sent him; that it fails to show that decedent died intestate; that it fails to show her seisin at death of premises in question; there are no corroborating affidavits and no abstract of title. No reply was received from Mr. Hamilton.

22. Application of Clifford Park Realty Co. for grant of land under water of Long Island Sound, at New Rochelle, Westchester county. Appell and Taylor, attorneys, 90 West Broadway, New York. Filed June 7, 1911. On June 12th, I wrote attorneys for applicants that, upon examination of official water grant map of the State Engineer and Surveyor, and of the maps and papers in former applications of Julia A. T. Stephenson and John Stephenson, and from abstract of title submitted with this application, it appeared that applicant included land under water adjoining uplands of other owners and suggested modified map and description. To this letter, applicant's attorneys replied August 7th, conceding that applicant is not entitled to a grant of all the lands under water applied for, and promising amended map and description which, however, have not yet been received.

23. Application of corporation counsel of City of New York and of Whitestone Improvement Association to bring action to set aside water grant at Whitestone, Queens county, made to Israel J. Merritt on July 29, 1901. This matter was referred by me to my New York deputy, William A. McQuaid, who has had several hearings in this sharply contested matter, and I understand that Captain Merritt has offered to convey to the city certain parts of the lands in front of projected streets, with the approval of corporation counsel, subject to ratification by city authorities.

24. Application of Charles E. Bolles for purchase of sixty-seven acres on Great South Beach, Suffolk county. Filed May 31, 1911. Have had correspondence with Mr. Bolles, but, up to present time, am unable to ascertain that State owns the land in question.

25. Application of Meta A. Kennedy for release of valuable escheated lands in borough of Brooklyn, of which her late husband, Thomas J. Kennedy, died seized. Filed June 27, 1911. Warren Leslie, attorney, 165 Broadway, New York. Referred to New York Deputy McQuaid, for investigation June 30th.

26. Application of George M. Janvrin for purchase of loan mortgage property in town of Grafton, Rensselaer county. Application filed September 28, 1910, and formally withdrawn December 15, 1910.

27. Application of Great South Bay Island Company for grant of lands under waters of Great South Bay, in town of Islip, Suffolk county. William H. Robbins, attorney, Bay Shore. Filed August 18, 1911. Will report on this very soon.

Respectfully submitted,

THOMAS CARMODY,
Attorney-General.

STATE OF NEW YORK.

ATTORNEY-GENERAL'S OFFICE,

ALBANY, *September 1, 1911.*

To the Commissioners of the Land Office:

Gentlemen.—Your standing committee on the hearing of remonstrances have the honor to report that there are pending before them the following contested applications for grants of land under water:

1. Johnston Bros. Realty Co., Staten Island. Remonstrance by corporation counsel, New York City.

2. Caroline C. Cowl, Great Neck, Nassau county.

3. Gilbert M. Plympton. Great Neck, Nassau county. Remonstrances by town of North Hempstead, who claim title to land under water applied for under Colonial grants.

4. Sarah C. Meyer, Little Neck Bay, Queens county. Remonstrances by corporation counsel, New York City. The foregoing matters have been heard by your committee, and will be specially reported on to your honorable board in separate reports.

5. Midland Railroad Terminal Co., Staten Island. This is an application to free former letters patent granted to this company from certain restrictions and conditions which permit to the public free access to cross and recross so much of the lands granted as lie between high and low water marks. A remonstrance was filed by Sarah H. Barnes and others, the owners of adjacent uplands, wherein, among other things, they insist that said restrictions should not be released, and refer to a decision of the Court of Appeals in their favor in an injunction action brought by these remonstrants against this applicant to restrain the maintenance of obstructions erected by said company on said foreshore. (See *Barnes v. Midland R. R. Terminal Co.*, 193 N. Y. 378.) This matter has recently been noticed for hearing before your committee on September 6, 1911.

6. Mary J. Robertson. Byram River, Portchester, Westchester county.

7. George Weinschenck. Byram River, Portchester, Westchester county.

8. Rebecca Feinson. Byram River, Portchester, Westchester county. Remonstrances by town of Rye and village of Portchester. These applications were reported on to the Land Board December 24, 1910 (see Land Board Minutes, 1910, p. 342), when the same were ordered to be laid upon the table. On June 7, 1911, they were taken up and rereferred to our committee, but have not yet been brought on for hearing. They have just been noticed for hearing on September 6th.

9. Sea Beach Land Co. Atlantic Ocean, Coney Island, Kings county. Remonstrance by corporation counsel, New York City. Noticed for hearing before your committee on September 6th.

10. Village of Ossining. Hudson River, Ossining, Westchester county. Remonstrance by Quimby heirs. Noticed for hearing before standing committee on September 6th.

11. George H. Reeves, et al. Peconic Bay, Greenport, Suffolk county. Remonstrance by Eastern Shipyard Co. of Greenport.

12. City of Yonkers. Hudson River, Yonkers, Westchester

county. Remonstrances by Alanson J. Prime and Federal Sugar Refining Co.

13. Andrew Radel. Peconic Bay, Greenport, Suffolk county. A large number of remonstrances have been filed to this application by citizens of Greenport.

14. Atlantic Mutual Ins. Co. Staten Island. Applications for extension of time to comply with conditions of former water grant. Remonstrance by corporation counsel. New York City. Neither of these four last named matters have yet been noticed for hearing before us.

Respectfully submitted,

THOMAS CARMODY,
Attorney-General.

J. J. KENNEDY,
State Treasurer.

STATE OF NEW YORK.

ATTORNEY-GENERAL'S OFFICE,

ALBANY, *September 6, 1911.*

BEFORE THE COMMISSIONERS OF THE LAND OFFICE.

In the Matter of the Application of AMELIA
FINN for the release to her of certain lands
in Queens county which escheated upon the
death of her late husband, George Mulzer,
deceased, on September 10, 1906.

To the Commissioners of the Land Office:

Gentlemen.— This application is by the widow of George Mulzer, who died intestate September 10, 1906, seized of Lots 942, 943, 944 and 945 in Block 23, on Map of Louana Park, Corona, L. I., formerly the property of Edmund L. Baylis, Map No. 1 of 1067 lots, leaving no heirs at law, fully described in the duly published notice by petitioner of this application. Said premises

are of the aggregate value of \$4,000, but two of the more valuable of the lots are subject to a mortgage of \$2,000 and an action to foreclose the same is now pending in the county court of Queens county. The petitioner alleges that she paid \$2,100 in cash from her own funds for the purchase of said property, the title being taken in her husband's name; that George Mulzer never repaid to her any part of the sum so expended by her and on his death left no personal estate and no other real estate. In addition thereto petitioner has paid \$625 interest on said mortgage. She asks for a release of the State's interest.

The application is made in full compliance with the provisions of the Public Lands Law governing such applications and is in accordance with the rules of the Land Board. If your honorable board shall see fit to grant the prayer of this petition the petitioner, as widow, is entitled to receive same without payment of any consideration.

Respectfully submitted,

THOMAS CARMODY,
Attorney-General.

STATE OF NEW YORK.

ATTORNEY-GENERAL'S OFFICE,

ALBANY, *September 26, 1911.*

BEFORE THE COMMISSIONERS OF THE LAND OFFICE.

Application of PRINCES BAY OYSTER COM- PANY for a grant of land under waters at Staten Island.	}
--	---

Application of HOWARD CARROLL for grant of land under waters at Staten Island.	}
---	---

To the Commissioners of the Land Office:

Gentleman.—I herewith report the two applications above mentioned without recommendation, submitting, however, the re-

port to me from my land clerk as to the status of these two applications, both of which are uncontested matters and would prefer the whole board to pass upon the questions involved.

Respectfully submitted,

THOMAS CARMODY,
Attorney-General.

Report of Mr. Leggett, referred to in Attorney-General's report.

PRINCES BAY OYSTER CO., STATEN ISLAND, *Calvin D. Van Name,*
Attorney.

Appln. filed Mch. 9, 1910, for beneficial enjoyment grant of two parcels, plot A, containing 4.983 acres, and plot B, containing 1.945 acres.

A large tract of land under water including the whole of plot A was granted to Joseph H. Seguire for purposes of *commerce* only on March 13, 1837. The Seguire grant did not include in its description land between high and low water marks but merely extended out from low water mark.

Plot A also adjoins land under water applied for by the Johnston Bros. Realty Co., which is a contested application and has been heard by the present Standing Committee, together with the argument of the Corporation Counsel of New York City, remonstrant, but has not been decided by the Standing Committee.

Johnston Bros. Realty Co. also applied for a beneficial enjoyment grant of a portion of land included in the Seguire grant. On a hearing of that application before the Standing Committee on April 18, 1911, the legal question was raised by the Corporation Counsel of New York City, whether, under the decision in *Thousand Island Park Assn. vs. Visger*, 179 N. Y. 206, the Land Board had power to issue a beneficial enjoyment grant covering the same lands or outside of and adjoining lands under water formerly granted for purposes of commerce, and containing restrictions and conditions that would permit the public to make use of any docks erected on the lands granted on paying reasonable wharfage charges.

The attorney for the applicant in that case, Mr. Alfred T. Davison, was given an opportunity to file a brief on this question

but up to the present time no brief has been received from him and the matter has not been decided nor reported on by the Standing Committee. That committee will hold its next meeting on Wednesday, September 6th. Mr. Van Name, the attorney for the Princes Bay Oyster Co., was informed that this same question of law had been raised in the Johnston Bros. Realty Co. appln. and that this application could not properly be passed upon without first disposing of this serious question of law.

On Aug. 9, 1911, Mr. Van Name wrote the Attorney-General referring to this matter but insisting in view of the fact that there had been unreasonable delay on the part of counsel for applicant in the Johnston Bros. case to present written argument, that this matter should no longer be dealyed but should be taken up and reported on regardless of the other application. On August 18th Mr. Van Name came to Albany and verbally renewed his request for an early decision in this and Howard Carroll's appln. where the same question is involved and was assured that the matter would be reported on at next meeting of the Land Board. The Land Board will hold its next meeting Wednesday, Aug. 30th, 2 p. m.

Another question in this appln. is, whether under the provisions of chap. 898, Laws of 1895, relating to water grants around Staten Island and limiting the powers of the Land Board to make new grants out to the newly established pier and bulkhead lines where previous grants had been made of land outside of original high water mark, to the owner of such land under water previously granted, the applicant is the lawful successor in interest and owner of the lands covered by prior grant to Joseph H. Seguine below low water mark.

No abstract showing devolution of such title from Mr. Seguine to this applicant has been furnished, but the applicant in May, 1911, filed affidavits tending to show that Mr. Seguine duly complied with the conditions of his water grant by erecting a dock prior to 1846 on the lands granted to him, which dock was used for many years for commercial purposes.

§ If the Attorney-General should decide that the Land Board has no power to deprive the public of the right to land at applicant's dock on payment of reasonable wharfage and under proper restric-

tions as provided by the Seguine grant of 1837, after considering the views of the Court of Appeals in the case above cited, then a grant to applicant of plot A for purposes of commerce would seem to convey no further title than the applicant now claims to enjoy under the Seguine grant and a new grant would appear to be unnecessary.

Plot B mentioned in this application is for a parcel of land lying between original high and low water marks and except for the fact that there is a considerable variance between the applicant's survey and the official water grant map of the State Engineer and Surveyor, in that the latter does not show an alleged neck of so-called upland lying between and separating plots A and B, claimed to be owned by the applicant and not included in the advertisement of this pending application as lands originally under water as shown on the official map, there is no reason why a grant of plot B for purposes of beneficial enjoyment may not lawfully and properly be made.

Howard Carroll, Staten Island, Calvin D. Van Name, Atty.

Appln. filed Feb. 14, 1910, for beneficial enjoyment grant of land lying wholly outside of lands under water granted for purposes of commerce only to George Merritt, Nov. 27, 1848, to John T. Harrison May 6, 1839, to Lot C. Clark, Dec. 26, 1851, and to Merritt, Arnold & Mallory, July 18, 1860, and no abstract of title has been presented showing that applicant has succeeded to the rights of said patentees or any of them.

These lands lie at the foot of Newark Ave. and Morning Star road and the Commissioner of Docks of the City of New York insist in writing that if any grant be made the area of present or proposed streets be reserved in accordance with the provisions of the charter of New York City.

Mr. Van Name, the attorney for applicant, was informed by Attorney-General O'Malley that in his opinion under the decision in *Thousand Island Steamboat Co. vs. Visger*, 179 N. Y. 206, the Land Board had no power to issue a grant for beneficial enjoyment but that the new grant should be subject to the same restrictions as the former commerce grants and it was suggested to him that the application be modified to one for purposes of commerce, but no such modified application has been received.

Moreover the applicant has not complied with the Land Board rule requiring applicant to submit an offer of a sum of money to the State for the purchase of said lands.

There is another question. According to applicant's survey and the official water grant map, the original uplands claimed to be owned by applicant consist of a narrow strip along the north side of Richmond terrace or Shore road which was originally laid out as 132 feet in width along the water side and reserved in the Colonial letters patent in 1680 for a highway, but by encroachments the highway has been narrowed to fifty feet in width. (See Attorney-General O'Malley's report on Tabb application, in which Mr. Van Name was the attorney, Land Board Minutes 1910, p. 345, where evidence was offered by corporation counsel of New York to show that accretions had formed in the past two centuries which attached to the highway which adjoined high water mark.)

Undoubtedly the Land Board can waive its rule requiring an offer and if the Attorney-General adopts the view that applicant is the lawful owner of the original upland, can order a grant to issue for purposes of commerce, of the lands under water applied for.

But in any event an abstract showing devolution of title into the applicant from all the above named patentees of land under water lying outside of the original high water mark should be furnished as by chapter 898, Laws of 1895, establishing pier and bulkhead lines around Staten Island, it is provided that "no grant shall be made by the Commissioners of the Land Office except * * * to the owner of the land under water within the water lines established before the passage of this act where a previous water grant has been made."

STATE OF NEW YORK.

ATTORNEY-GENERAL'S OFFICE,

ALBANY, *October 31, 1911.*

BEFORE THE STANDING COMMITTEE ON THE HEARING OF REMONSTRANCES OF THE COMMISSIONERS OF THE LAND OFFICE.

Application of MARY J. ROBERTSON;
Application of GEORGE WEINSCHENCK;
Application of REBECCA FEINSON.

To the Commissioners of the Land Office:

Gentlemen.—Remonstrances to these applications were filed by the town of Rye and the village of Portchester. The lands applied for lie under what was formerly the bed of a small creek emptying into the Bryam river at Portchester, Westchester county, but the lands applied for have been entirely filled in and the creek no longer exists.

The remonstrance of the village of Portchester has been withdrawn and when the matter came on for hearing on September 6th, the attorney for the town of Rye failed to appear.

We recommend that these applications take the usual course of uncontested applications and that any grants that may be made thereon shall be subject to the approval of the State Engineer and Surveyor as to form of descriptions.

Respectfully submitted,

THOMAS CARMODY,
Attorney-General,

J. A. BENSEL,
State Engineer and Surveyor.

STATE OF NEW YORK.

ATTORNEY-GENERAL'S OFFICE,

ALBANY, *October 31, 1911.*

BEFORE THE STANDING COMMITTEE ON THE HEARING OF REMONSTRANCES OF THE COMMISSIONERS OF THE LAND OFFICE.

Application of JOHNSTON BROTHERS REALTY COMPANY for a grant of land under water at Staten Island.

Remonstrance by Corporation Counsel of New York City.

Application of MIDLAND RAILROAD TERMINAL COMPANY to free former letters patent granted to this company from certain restrictions and conditions, which permit to the public free access to cross and re-cross so much of the lands granted as lie between high and low water mark.

Remonstrance by Sarah H. Barnes et al., owners of adjacent uplands.

Application of SEA BEACH LAND COMPANY for
a grant of land under water of Atlantic Ocean
at Coney Island, Kings County.

Remonstrance by Corporation Counsel of New
York City.

To the Commissioners of the Land Office:

Gentlemen.—We have heard the foregoing applications and recommend that all of said applications be denied.

Respectfully submitted,

THOMAS CARMODY,
Attorney-General,

J. J. KENNEDY,
State Treasurer,

J. A. BENSEL,
State Engineer and Surveyor.

STATE OF NEW YORK.

ATTORNEY-GENERAL'S OFFICE,

ALBANY, November 13, 1911.

BEFORE THE COMMISSIONERS OF THE LAND OFFICE.

In the Matter of the Petition of MAGDALENA
MESSERSCHMITT and WILLIAM SEITZ and
ANNA, his wife, for the release to them of a
lot of land on the north side of 151st street,
last of the Melrose avenue, in the borough of
Bronx, New York city, which escheated on
the death of William Bower.

To the Commissioners of the Land Office:

Gentlemen.—The petition, affidavits, abstract of title and other papers herein show that on July 5, 1859, one William Bower pur-

chased the easterly half of Lot 291 on map of Melrose South, being the premises for which a release is sought and fully described in the petition herein; that on March 21, 1860, said William Bower and Elizabeth, his wife, mortgaged said premises for \$225; that subsequently in the year 1868 said mortgage was foreclosed in an action brought against said Elizabeth Bower, as widow of said William Bower and also against Marshall B. Champlin, Attorney-General, in behalf of the people of this State, the said William Bower having disappeared from his home in the year 1861 and never has been heard from since; that said Attorney-General appeared in said action for the people and that said premises were sold at public auction in pursuance of a judgment of foreclosure and sale to said Elizabeth Bower on February 14, 1872, for \$583, being the exact amount due on said mortgage with interest and costs of suit and expenses of sale; that thereafter in 1872 said Elizabeth Bower sold and conveyed said premises to James L. Wells, who in the same year sold and conveyed the same to Joseph Messerschmitt (the husband of the petitioner Magdalena Messerschmitt and the father of the petitioner Anna Seitz) and to Julius Heberlein; that in 1876 said Joseph Messerschmitt acquired the undivided half interest of his co-tenant Heberlein and in the year 1886 improved said premises which had been previously vacant and unoccupied, by erecting an apartment house thereon, now known as No. 403 East 151st street, New York City; that said Joseph Messerschmitt died December 9, 1904, leaving a will whereby he devised said premises, one-third thereof to his said wife and the remainder to his children and grandchildren; that in the year 1906 the petitioner, Anna Seitz, brought an action against said widow Messerschmitt and the other devisees of her father for the partition thereof and that in pursuance of a judgment of sale therein said premises were sold to said Magdalena Messerschmitt on May 15, 1906, who on July 9, 1907, duly conveyed an undivided half interest therein to the petitioners William Seitz and Anna, his wife.

By a supplemental petition herein verified by Magdalena Messerschmitt on November 16, 1911, Mrs. Messerschmitt alleges that since the filing of the original petition said William Seitz and

Anna his wife, have reconveyed to her all their interest in said lot, that she is now the sole person entitled to a release and praying that the entire interest of the State in said premises be made to her individually.

In said action of *Seitz v. Messerschmitt*, it was determined that William Bower died without heirs capable of inheriting and that the property escheated to the State and also that the rights of the State were not cut off by the suit to foreclose the mortgage given by said Bower, for the reason that at that time there was no statute, as there is now, permitting the people to make a defendant in such an action. (See 117 A. D. 401, and 188 N. Y. 587.) This property is the only land of which William Bower appears to have died seized. It is now the value of about \$8,000, \$6,000 being the alleged present market value of the lot, and the building thereon being worth about \$2,000. The applicant Magdalena Messerschmitt is permitted by the Public Lands Law to present this application as a purchaser at a judicial sale and in my opinion your honorable board have jurisdiction to grant the release prayed for, for such a consideration and on such terms and conditions as to you shall seem just and proper.

The provisions of the statutes and the rules of the Land Board governing such applications have been duly complied with.

Respectfully submitted,

THOMAS CARMODY,

Attorney-General.

STATE OF NEW YORK.

ATTORNEY-GENERAL'S OFFICE,

ALBANY, *November 28, 1911.*

BEFORE THE COMMISSIONERS OF THE LAND OFFICE.

In the Matter of the Exchange of lands in the Town of Geddes for lands along the southerly and southeasterly boundaries of New York State Fair Grounds pursuant to chapter 178 of the Laws of 1910.

To the Commissioners of the Land Office:

Gentlemen.—The petition herein and accompanying papers show that at the present time there is no highway leading north from Solvay Village in the town of Geddes to the State fair grounds and to other lands in the north part of said town; that in November, 1910, it was determined by resolution of said town board, and by order of the town superintendent of highways, that a new public highway was necessary and should be laid out extending from the end of Bridge street on the north side of the Erie canal, village of Solvay, northerly over salt lands and over the tracks of the New York Central & Hudson River and West Shore & Buffalo railroads to the Van Vleck road near the easterly entrance of the New York State fair grounds and along the southerly and southeasterly boundaries of the New York State fair grounds, and, in May, 1911, the Public Service Commission made an order for the construction of a viaduct, in connection with said proposed highway, over said railroad tracks; and on June 14, 1911, the electors of said town, by a majority vote, approved a proposition to construct said new highway and viaduct, one-half of the cost of the bridge to be borne by said railroad companies and the other half by the town, and to issue bonds to an amount not exceeding \$90,000, the estimated cost of said highway, and of one-half the cost of said bridge, subject to the approval of the board of super-

visors of Onondaga county and of the Public Service Commission, and on July 3, 1911, said board of supervisors duly authorized the town to issue such bonds; that it was provided by chapter 178, Laws of 1910, that the Commissioners of the Land Office might grant by deed to the town of Geddes, upon such terms and conditions as they may prescribe, a certain parcel of land described as parcel one in said act, being a part of the New York State fair grounds at the southerly boundary thereof, containing 1.42 acres for the purposes of a public highway in said town, in exchange for lands described in parcel two in said act, containing 0.344 acre, which is a part of the old Van Vleck road along the southeasterly boundary of the fair grounds, which latter parcel the town of Geddes was by said act authorized to abandon for public highway purposes and to convey the same to the State for State fair grounds purposes by deed executed by its supervisor and town clerk after a resolution of its town board, duly adopted authorizing the same. It was declared by said act that the purpose of the conveyance by the State should be the laying out, opening and improving by the town of Geddes, of a public highway over the conveyed premises and northerly therefrom over the site of the present old Van Vleck road, and lands lying easterly thereof to and beyond the present main entrance of the State fair grounds: Said deed to contain such conditions and restrictions as the State Fair Commission may impose, relative to the time and manner of construction of said new highway, and of said viaduct over the railroad tracks aforesaid, and also as to construction and maintenance of fair grounds fences by said town. Said act further provides that, upon the completion and opening to the public of the said new highway and viaduct, and the transfer to the town of Geddes by the Halcomb Steel Company, the owners of lands on the easterly side of the old Van Vleck road, of lands necessary for the possession of said highway extending northerly from the easterly angle of parcel one aforesaid, the said commission may convey to said steel company a third parcel of land described in said act containing .066 acre in the southeast corner of said State fair grounds.

It further appears that on November 9, 1911, the Halcomb Steel Company, under the provisions of the Highway Law, presented its petition to the town superintendent of highways of said town

for the abandonment of parcel No. 2 mentioned in chapter 178, Laws of 1910, and released said town from all damages or liability on account of said abandonment, the said steel company being the only person or corporation owning lands adjacent to said old Van Vleck road, except the State; that the town board of Geddes has duly consented to such abandonment, and has authorized the town superintendent of highways to make an order for such abandonment: All of which petition, release and consent, were duly filed in the town clerk's office of said town on November 9, 1911, and that said town superintendent, who unites in this application to the Commissioners of the Land Board, offers to make and duly file, concurrently with said exchange of lands authorized by said chapter 178, Laws of 1910, an order for such abandonment.

It also appears that the Halcomb Steel Company offers to convey to said town for highway purposes a strip of land seventeen feet in width, along the present east line of the old Van Vleck road, to enable the town to alter said highway and provide a new highway fifty feet wide, lying east of and adjoining said parcel two, and the said town of Geddes offers to convey to the State its interest in said parcel two, upon its abandonment by said town superintendent of highways.

On September 7, 1911, the State Fair Commission duly resolved, pursuant to the provisions of said act, chapter 178, Laws of 1910, that parcel one be conveyed to the town of Geddes for highway purposes, provided that, concurrent therewith, parcel two be conveyed to the State by said town for State fair purposes, and that in the deed to said town of parcel one the town shall provide that the viaduct over said railroad tracks and the approaches thereto shall be of such width, strength, capacity and architecture as shall be ordered and approved by the Public Service Commission; that a copy of the detailed plan and specifications of said viaduct shall be filed with the Secretary of the State Fair Commission, and an opportunity given to that commission to be heard in relation thereto before the Public Service Commission, prior to the making of final order therein; said viaduct and the approaches thereto to be substantial and sightly structures, with a solid concrete wall on the side toward the State fair grounds, with a fence on top of same similar to that surrounding other portions of said fair grounds,

and so built as to prevent ingress and egress, which said fence shall be perpetually maintained and kept in repair by said town; said town of Geddes not to have possession of said land so conveyed to it until the work upon said viaduct over said railroad tracks and upon other portions of said proposed highway shall be well advanced, and any work of constructing said viaduct or said highway shall be carried on by said town as not to interfere with the use and occupancy by the State of the adjoining lands for State fair purposes; that said deeds shall severally provide also that the same shall be void and of no effect in case the town of Geddes shall fail to lay out and construct said highway and to build said viaduct in accordance with the intent and purposes aforesaid, and also, that upon the completion and opening to the public of said highway and viaduct and the transfer to the town of Geddes by Halcomb Steel Company of lands necessary for the portion of said highway extending northerly from the eastern angle of parcel one, a deed of the premises, described in section 2 of said act, being the triangular southeast corner of the present State fair grounds, shall be executed and delivered by the State Fair Commission to the Halcomb Steel Company.

Proposed deeds of the State by the State Fair Commission to the town of Geddes of parcel one, and to the Halcomb Steel Company of said triangular southeast corner of present fair grounds, and the proposed deed of parcel two by said town to the State and the proposed deed from Halcomb Steel Company to town of Geddes of seventeen feet along east line of present old Van Vleck road accompany the petition.

I am of the opinion that your honorable board may lawfully direct that a grant be made of an easement for highway purposes, and upon the conditions imposed as aforesaid by the State Fair Commission and upon such terms as you may prescribe, in the lands described as parcel one in said act of the Legislature to the town of Geddes, to be delivered to said town, upon proof being furnished the Attorney-General that parcel two has been legally abandoned for highway purposes, and that said parcel two has been duly conveyed by said town to the State, and that the Halcomb Steel Company has also duly conveyed to said town said strip, seventeen feet wide, along the east side of the present old

Van Vleck road for purposes of the new highway free from all encumbrances; said grant to be subject to the approval of the Attorney-General as to form.

Respectfully submitted,

THOMAS CARMODY,

Attorney-General.

STATE OF NEW YORK.

ATTORNEY-GENERAL'S OFFICE,

ALBANY, *December 6, 1911.*

BEFORE THE STANDING COMMITTEE ON THE HEARING OF REMONSTRANCES OF THE COMMISSIONERS OF THE LAND OFFICE.

In the Matter of the Application of the
ATLANTIC MUTUAL INSURANCE COMPANY for
an extension of time to comply with the con-
ditions of the water grant on Staten Island,
dated June 26, 1908.

To the Commissioners of the Land Office:

Gentlemen.— This is an application for a second extension of the water grant originally issued June 4, 1903. A protest was filed by the corporation counsel of the city of New York, and the matter was regularly brought on for hearing before your committee on December 5, 1911. The applicant duly advertised his notice of intention to apply for this extension of grant, pursuant to section 76 of the Public Lands Law. The application is made in accordance with the statutes and the rules and regulations of your honorable board, and we recommend that the grant be made upon such terms and conditions as your honorable board may impose.

Respectfully submitted,

THOMAS CARMODY,

Attorney-General,

J. A. BENSEL,

State Engineer and Surveyor.

STATE OF NEW YORK.

ATTORNEY-GENERAL'S OFFICE,

ALBANY, *December 8, 1911.*

BEFORE THE COMMISSIONERS OF THE LAND OFFICE.

In the Matter of the Application of ISSAC N.
HEBBERD for the release of escheated lands
in the borough of Bronx, New York City.

To the Commissioners of the Land Office:

Gentlemen.—The premises in question were purchased by James Fraser Paul in 1849. In 1862 said premises were leased for unpaid taxes for the years 1856 to 1860 to one Thomas Brown for 1,000 years. Brown went into possession, and the applicant claims under his title. A man named James Fraser Paul died in County Surrey, England, in 1889, leaving a will probated in 1890 in England, wherein, after devising certain real estate in England to his wife for her life, he devised to his wife Jane “any property belonging to me in the United States of America or elsewhere for her use absolutely, the before mentioned real estate to be sold at the death of the said Jane Paul and the proceeds divided between my nephews and nieces in equal shares.” On October 31, 1891, Jane Paul, as widow and sole devisee of James Frazer Paul, deceased, executed a quit claim deed of her interest to Emma Brown, wife of said Thomas Brown, another of the petitioner's remote grantors.

No evidence has been submitted identifying the James Frazer Paul of England with the grantee in 1849 nor does it appear that this James F. Paul was ever a United States citizen. Presumably he was not. Therefore, assuming that he was the owner of the land in question, the devise to his wife by his will was not validated by chapter 115, Laws of 1845, as amended by chapter 261, Laws of 1874, and chapter 38, Laws of 1875, and his property in this State passed to his heirs at law as though he had died intestate, subject only to his widow's dower right, if any. The petitioner has not procured any deeds of the heirs at law of this

English decedent, to whom the title may have passed by force of above acts, subject to a possible escheat to this State.

It is claimed by petitioner that one Williams went into possession of said premises in or about 1852, claiming under an alleged deed from James Fraser Paul; that said Williams lived thereon and occupied the same and paid taxes thereon, until about 1855, when it is claimed Thomas Brown went into possession under an alleged deed from Williams, neither of which deeds were recorded and both are alleged to be lost. No proof of these facts, however, has been offered. The petitioner has failed to procure the affidavits of Mr. and Mrs. Brown as to these facts, although it appears by the affidavit of John C. Kerby, one of the petitioner's witnesses "that portions of said premises are still in the possession of the Browns."

It would therefore appear that said premises may have escheated to the State either from the original James Frazer Paul, or if he was a United States citizen from his alien heirs, or from his alleged grantee, Williams. The petitioner only shows a marketable title under a tax lease for 1,000 years, accompanied by a release of dower by a person claiming to have been the widow of James Frazer Paul, and no adverse possession except under the tax lease is running against the State. The property has been appraised as of the value of \$4,000.

It is my opinion, that under the circumstances, the State's interest should be appraised.

Respectfully submitted,

THOMAS CARMODY,

Attorney-General.

STATE OF NEW YORK.

ATTORNEY-GENERAL'S OFFICE,

ALBANY, *December 20, 1911.*

BEFORE THE COMMISSIONERS OF THE LAND OFFICE.

Petition of ST. ARMAND MINING COMPANY
for permission to work a mine on State
lands in Lot 86 in Town of St. Armand,
Essex county.

To the Commissioners of the Land Office:

Gentlemen.—The State Land List shows the State's ownership of 120 acres in the south part of Lot 86, Township 11, Old Military Tract, Richard's Survey in town of St. Armand, Essex county, the same having been acquired by tax sales of 1871 and 1877.

The applicant now asks the consent of your honorable body to enter upon and break State lands and to work the mine. This application is also addressed to the Conservation Commission for permission to erect buildings for working said mine upon State lands which are within the limits of Forest Preserve. The petitioner claims that said lands are entirely denuded of timber and that the interests of the State would not be injured by such mining or erection of buildings.

In my opinion to you of July 26, 1911, upon similar applications by the American Feldspar & Mining Company and the Empire State Asbestos Company (see Land Board Minutes 1911, pages 127 and 128) I advised you that the provisions of the State Constitution, that the lands of the State constituting the Forest Preserve, shall be forever kept as wild forest lands, clearly abrogates and nullifies any authority the Land Board might have had to grant permission to work mines on the lands of the State in the Forest Preserve.

The application should be denied.

Respectfully submitted,

THOMAS CARMODY,
Attorney-General.

STATE OF NEW YORK.

ATTORNEY-GENERAL'S OFFICE,

ALBANY, *December 28, 1911.*

BEFORE THE COMMISSIONERS OF THE LAND OFFICE.

In the Matter of the Petition of CHARLES C.
KELLOGG & SONS COMPANY for sale of
abandoned lands in the city of Utica.

To the Commissioners of the Land Office:

Gentlemen.—The Canal Board on December 29, 1910, unanimously passed a resolution for the abandonment of an old basin on the south side of the Erie canal, between Washington and Seneca streets, Utica. This old basin is shown within the blue lines of the canal by the original canal map of 1834 as extending east and west parallel with the canal 92.4 feet and 132 feet deep from the old blue line on the berme side of the canal. No records appears to be now in existence to show the actual original appropriation of this basin, but the 1834 map affords *prima facie* evidence that the basin was canal land. In or about 1837 the Erie canal was enlarged and widened by extending the old southerly blue line further south about eighteen feet and Henry C. Blackburn and other predecessors in title of these petitioners soon thereafter filed a claim with the canal appraisers for the permanent appropriation of lands claimed to be owned by them, including a strip eighteen feet deep, along the front of said basin and an award was made therefor, including other lands, of \$725. The award of the canal appraisers in this claim stated that the claimants claimed to own Child's basin with other lands and that the size of the basin will be diminished about twenty-seven links in depth and that the basin on this lot which "was before about 132 feet deep" — "will be of sufficient depth now to admit a boat of the large class to lay at right angles with the canal and will be as useful to the owners as before," and the award tended to show that the canal appraisers considered that the basin belonged to

said claimants. An abstract of title herein shows that as early as 1841 and up to the present time the claimants and their predecessors in title have claimed title to said basin except that part appropriated in 1837. Affidavits furnished by petitioners show that said basin was wholly filled in as early as 1868 and has been occupied since that time by the petitioners and their predecessors in title. There is, therefore, some doubt as to whether said basin ever was, or at the time of said abandonment remained, canal land. The petitioners, however, in order to quiet their title to that part of said basin lying south of the prolongation of the south line of the Erie canal as enlarged extending east and west of said basin, now seek a grant thereof from your honorable board for such consideration and on such terms as may seem proper.

The Canal Board, in its resolution of December 29, 1910, by inadvertence attempted to abandon land outside of the new blue line of the canal and it now appears that a proper description of the lands of the State, which were duly abandoned, is as follows:

“Beginning at an iron stake on the berme side of the Erie canal, in the city of Utica, and about 43 feet from the east line of Washington street, said stake being at right angles and distant 68.64 feet southwesterly from the front angle of said canal; thence south 33 degrees, 15 minutes, west 112.86 feet; thence south 56 degree, 45 minutes east 92.4 feet; thence north 33 degrees, 15 minutes east 114.09 feet to an iron stake in the new blue line; thence northwesterly about 92.4 feet to the place of beginning.”

This application is duly made under the provisions of the Public Lands Law relating to abandoned canal lands and is made in accordance with the rules and regulations of your honorable board relative thereto. The petitioners are the owners of all the lands surrounding the lands so abandoned except the canal.

An amended petition, verified December 27, 1911, shows that on December 14, 1911, the Canal Board rescinded its resolution of December 29, 1910, and thereafter duly abandoned the canal lands last above described. The amended petition also has attached thereto the sworn appraisals of Eugene B. Hastings and George C. Mason, of Utica, Mr. Hastings being an attorney at law and hav-

ing large experience in the appraisements in the values of property in that city, and Mr. Mason having been for the past three years the regular appraiser for the savings bank of Utica and for three years prior thereto an assessor of such city, wherein Mr. Hastings appraises the value of the abandoned canal basin at \$625, and Mr. Mason places the value at \$1,000. The petitioner now makes an offer to pay \$1,000 for the right, title and interest of the State in and to said premises.

It is my opinion that your honorable board have full power to direct the granting of said abandoned canal land within said basin, by private sale, to the petitioner for such consideration and on such terms as may be agreed upon.

Respectfully submitted,

THOMAS CARMODY,
Attorney-General.

For opinions of the Attorney-General other than those rendered to the Commissioners of the Land Office see Volume II.

GENERAL INDEX.

Agricultural Law:	PAGE.
actions, People defeated.....	235
cases on appeal.....	248
cases discontinued	238
criminal proceedings	237
judgments recovered by defendants against People.....	236
judgments recovered by State, uncollected.....	233
penalties and costs collected.....	213
 Agricultural attorneys	 11
 Attorney-General's office:	
administrative changes	7
special counsel	7
 Barge canal judgments.....	 54
 Canal judgments received.....	 61
 Certificates of incorporation passed upon:	
for State Superintendent of Insurance.....	189
for State Board of Charities.....	207
 Civil service cases.....	 19-21
 Code amendments	 33
 Commissioners of Land Office, opinions to.....	 263
 Conservation bureau, report of.....	 255
 Corporations:	
applications to amend certificates of incorporation.....	189
applications for change of name.....	189
collection of tax.....	144
dissolution of	146
sequestration proceedings	152
tax cases	71
voluntary dissolution proceedings.....	147

	PAGE.
Criminal prosecutions	13
Court of Claims department:	
barge canal judgments received.....	54-61
canal judgments	61
other than canal judgments.....	62
personal injury judgments.....	62
cases in Court of Appeals.....	39
cases in Appellate Division	42
Decisions in applications to Attorney-General to commence actions.....	260
Dissolution proceedings:	
involuntary	146
voluntary	147
Escheat proceedings	28-32
Escheat bills	32
Foreclosure actions	153
Hospitals, State, bureau of.....	62-70
summary of business of.....	37
Insurance:	
certificates of incorporation passed upon.....	207
applications made in behalf of Superintendent, under § 63 of In-	
surance Law	210
Judgments:	
agricultural	235, 236
barge canal	54
other than barge canal.....	62
personal injury	62
Land Office Commissioners, opinions rendered to.....	263
Miscellaneous actions and proceedings.....	191

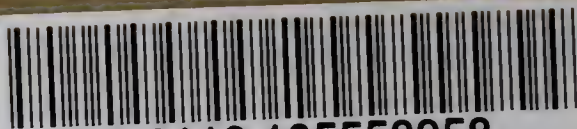
	PAGE.
New York city bureau, report of.....	251
agricultural cases	252
Banking Law	252
corporations	252
detectives	252
escheated lands	252
election cases	252
habeas corpus writs.....	252
hearings	252
quo warranto cases.....	254
transfer of court funds.....	254
stock transfer tax.....	254
surrogates' proceedings	254
 Opinions, number of.....	13-15
to Commissioners of Land Office.....	263
other than those to Commissioners of Land Office. (See Volume II.)	
 Partition actions	185
 Quo warranto proceedings.....	33
 Railway cases, forfeiture of franchise.....	22-25
 Salaries, changes in.....	35
 Special franchise tax bureau.....	71
cases pending, New York city.....	132
proceedings settled	71, 127
report of bureau.....	71
 Special counsel	7-9
 State Hospitals	62-70
summary of work of.....	37
 State Officials, actions and proceedings against.....	202
 Summary of business for year.....	36
 Surrogates' courts, proceedings in.....	32
 Tax cases pending in Appellate Division.....	144
 Title searching bureau.....	16

INDEX TO ASSEMBLY DOCUMENTS, 1912.

A.	
Adjutant-General, annual report.....	38
Agriculture, Commissioner, annual report.....	20
Albion, Western House of Refuge for Women, annual report.....	23
Alfred University, New York State School of Agriculture, annual report.....	15
American Scenic and Historic Preservation Society, annual report.....	59
American Society for Prevention of Cruelty to Animals, annual report.....	43
Architect, State, annual report.....	33
Assembly, bills, supplemental index.....	63
list of committees, 1912.....	3
list of members, 1912.....	1
Attorney-General, annual report.....	29
B.	
Batavia, New York State School for the Blind, annual report.....	17
Bills, Assembly, supplemental index.....	63
Boards, commissions and departments, <i>see specific names of.</i>	
C.	
Canals, annual report of Comptroller relating to expenditure on.....	44
Central New York Institution for Deaf-Mutes, Rome, annual report.....	27
Champlain Tercentenary Commission, financial report.....	54
Charities, Fiscal Supervisor, annual report.....	49
Commissions and departments, <i>see specific names of.</i>	
Committees of the Assembly, list.....	3
Commutations granted by Governor, statement of.....	47
Comptroller, annual report.....	10
canals, annual report relating to expenditure on.....	44
municipal accounts, annual report on.....	61
Conrad Poppenhusen Association, annual report.....	45
Conservation Commission, annual report.....	41
preliminary to first annual report.....	4
report on the watershed of the Genesee.....	35
report transmitting codification of laws relating to fish and game..	14
report transmitting codification of laws relating to lands and forests	13
Crime, statistics of 1910-11, annual report of the Secretary of State....	34
D.	
Departments, <i>see specific names of.</i>	
Diseases, malignant, <i>see Malignant Diseases.</i>	
E.	
Education, Commissioner of, annual report.....	50
Elections, Superintendent, annual report.....	36
Engineer and Surveyor, annual report.....	21
Excise, Commissioner of, annual report.....	9
F.	
Fire Marshal, annual report.....	37
Fiscal Supervisor of State Charities, annual report.....	49
Fish and game laws, codification, report of Conservation Commission..	14
Forests, codification of laws relating to, report of Conservation Com- mission	13

G.	No.
Game and fish laws, codification, report of Conservation Commission....	14
Genesee, watershed, report of the Conservation Commission on.....	35
Governor:	
message	2
statement of pardons, commutations and reprieves granted by.....	47
H.	
Health, State Department, annual report.....	39
Health officer, port of New York, annual report.....	22
Highways, State Commission, annual report.....	40
I.	
Insurance, Superintendent of, annual report.....	30
J.	
Jewish Protectory and Aid Society, annual report.....	56
L.	
Labor, Commissioner, annual report.....	28
Lake Champlain Tercentenary Commission, financial report.....	54
Lands, codification of laws relating to, report of Conservation Commis- sion	13
Letchworth Village, annual report.....	5
Library, State, annual report.....	60
M.	
Malignant Diseases, State Institute for Study of, annual report.....	32
Members of the Assembly, list.....	1
Mohawk and Hudson River Humane Society, annual report.....	58
Municipal accounts, annual report by Comptroller on.....	61
N.	
New York Catholic Protectory, annual report.....	57
New York Institution for the Blind, annual report.....	12
New York Institution for the Instruction of the Deaf and Dumb, annual report	31
New York Juvenile Asylum, annual report	25
New York State Hospital for Crippled and Deformed Children, annual report	6
New York State Hospital for Treatment of Incipient Pulmonary Tubercu- losis, annual report	26
New York State Library, annual report	60
New York State School for the Blind, Batavia, annual report.....	17
New York State School of Agriculture, Alfred University, annual report.	15
New York State Soldiers and Sailors' Home, annual report.....	8
New York Training School for Boys, Yorktown Heights, annual report..	48
Newark, State Custodial Asylum for Feeble-Minded Children, annual report	16
Niagara, State Reservation at, annual report.....	46
Northern New York Institution for Deaf-Mutes, annual report.....	24
P.	
Palisades Interstate Park, Commissioners, annual report.....	55
Pardons granted by Governor, statement of.....	47
Port of New York, Health Officer, annual report.....	39
Probation Commission, annual report.....	19

R.	No.
Racing Commission, annual report	53
Reprieves granted by Governor, statement of.....	47
Roads, <i>see</i> Highways.	
Rome, Central New York Institution for Deaf-Mutes, annual report.....	27
Rome State Custodial Asylum, annual report.....	18
S.	
Saratoga Springs, State Reservation at, report of Commissioners.....	42
Secretary of State, annual report on statistics of crime 1910-11.....	54
State boards, commissions and departments, <i>see</i> specific names of.	
Syracuse, State Institution for Feeble-Minded Children, annual report..	7
T.	
Tax Commissioners, annual report.....	51
U.	
United Spanish War Veterans, proceedings.....	62
United States Volunteer Life Savings Co., annual report.....	52
W.	
Watkins Glen Reservation, Commissioners, annual report.....	11
Western House of Refuge for Women, Albion, annual report.....	23
Y.	
Yorktown Heights, New York Training School for Boys, annual report..	48



3 0112 105558958